



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

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

REGULAR MEETING October 17, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop Creek Water Association culverts as shown on attached map. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Grace Weitz, Shannon Platt, John Pinckney, and Mike Errante. Negotiating parties: Inyo County and Bishop Creek Water Association. Under negotiation: price and terms of payment.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Senior Budget

Analyst Denelle Carrington.

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.**
- 4) **Pledge of Allegiance**
 - 5) **Report on Closed Session as Required by Law**
 - 6) **Employee Service Recognition** - The Board of Supervisors will recognize employees who have achieved service milestones during the third quarter of 2023.
 - 7) **Public Comment**
Comments may be time-limited
 - 8) **County Department Reports**

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

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

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of October 10, 2023.
- 10) **Filling of Vacancies on the Big Pine Cemetery District Board of Trustees**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Reappoint Ms. June Shaw to a four-year term and appoint Mr. James R. (JR) Lamia to a four-year term on the Big Pine Cemetery District Board of Trustees, both ending May 31, 2027.
- 11) **Distribution of One-Time Funding to the Bishop Volunteer Fire Protection District to Bolster Emergency Medical Services**
County Administrator | Nate Greenberg

Recommended Action: Find that a public purpose(s) exists to bolster Emergency Medical Services (EMS) throughout the County, and authorize the one-time allocation of \$25,000 to the Bishop Volunteer Fire Protection District.
- 12) **Resolution Implementing a State Assessment Analyst Certification Program**
County Administrator - Personnel | Keri Oney, David Stottlemire

Recommended Action: Approve Resolution No. 2023-34, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Implementing a State Assessment Analyst Certification Program in Accordance with Section 674 Through 680 of the Revenue and Taxation Code," and authorize the Chairperson to sign.

13) **Agreement between County of Inyo and North American Mental Health Services for Telepsychiatry Services**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

14) **Fiscal Year 2023-2024 Children's Medical Services (CMS) Plan**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action: Ratify and approve the Children's Medical Services (CMS) Plan for Fiscal Year 2023-2024 to ensure the continuation of children's medical services in Inyo County, and authorize the Chairperson to sign certification statements.

15) **Memorandum of Agreement for Mutual Aid in Case of an Emergency or Disaster**

Probation | Jeffrey Thomson

Recommended Action: Approve the Memorandum of Agreement to provide and to receive mutual aid from the participating counties in case of an emergency or disaster.

16) **Award Contract for the Big Pine Animal Shelter Project**

Public Works | Michael Errante

Recommended Action:

- A) Award the contract for the Big Pine Animal Shelter Project at the Big Pine Animal Shelter to Rudolph Construction Co. of Bishop, CA as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Rudolph Construction Co. of Bishop, CA in the amount of \$270,879.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and approval of the 2023-2024 budget;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

REGULAR AGENDA

17) **Resolution Approving the Eastern Sierra Comprehensive Economic Development Strategy (CEDS) and Authorizing ESCOG to Submit to the U.S. Economic Development Administration (EDA)**

County Administrator | Meaghan McCamman
5 minutes (2min. Presentation / 3min. Discussion)

Recommended Action: Approve Resolution No. 2023-35, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo,

and Mono Counties as Prepared and Authorizing the Eastern Sierra Council of Governments to Submit to the U.S. Economic Development Administration," and authorize the Chairperson to sign.

18) **Amend the Fiscal Year 2023-2024 EMS - Emergency Medical Services Budget**

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

Recommended Action:

- A) Amend the Fiscal Year 2023-2024 EMS - Emergency Medical Services Budget (011404) as follows: increase appropriation in the Professional Services Object Code (5265) by \$15,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2023-2024 General Fund Contingencies Budget (087100) as follows: reduce appropriation in the Contingencies Object Code (5901) by \$15,000 (*4/5ths vote required*).

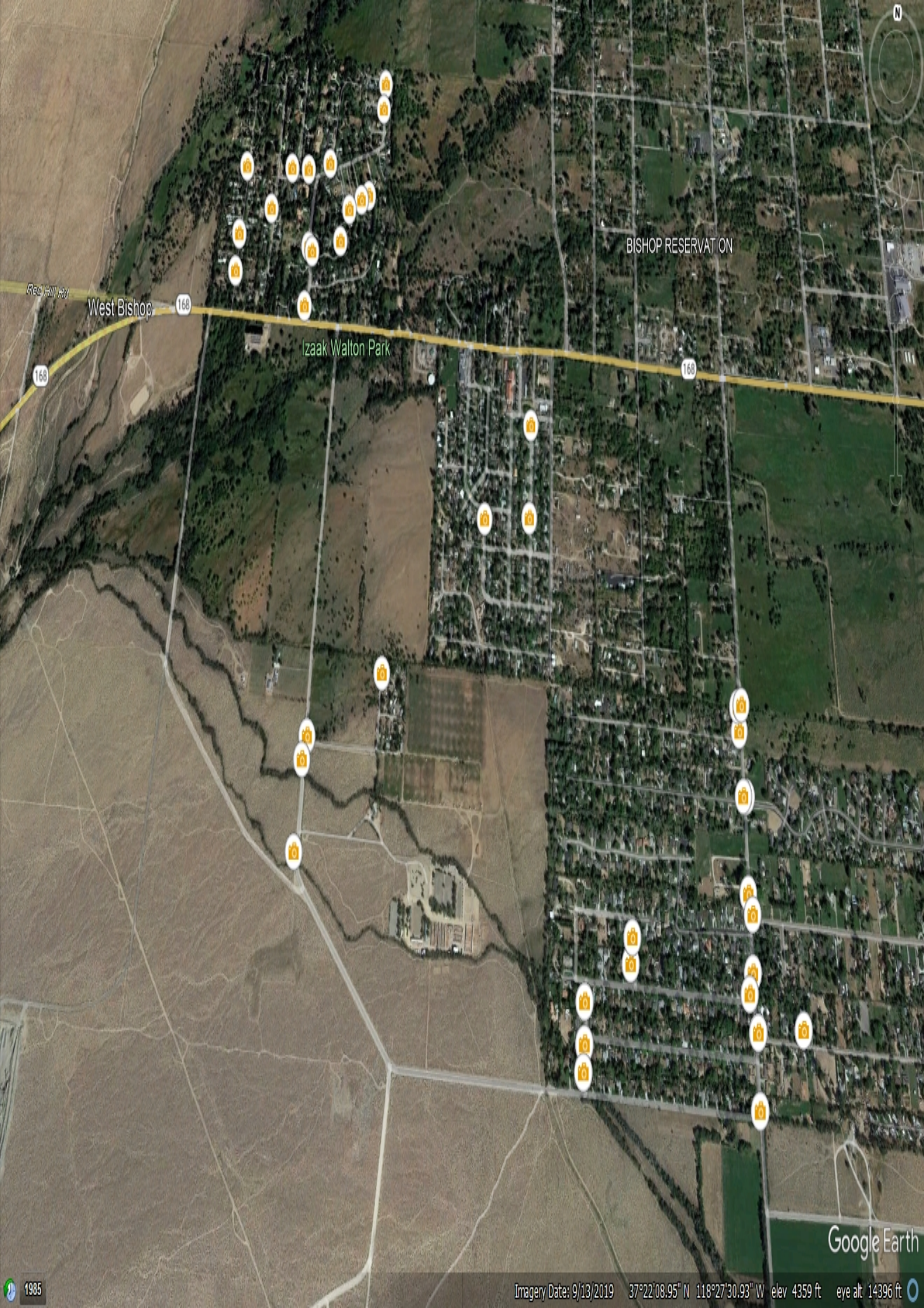
ADDITIONAL PUBLIC COMMENT & REPORTS

19) **Public Comment**

Comments may be time-limited

20) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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BISHOP RESERVATION

West Bishop

Izaak Walton Park

Red Hill Rd

168

168

168



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: October 2, 2023

Re: Employee Service Awards for 3rd Quarter 2023

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, October 17th at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Krystal Leonard	08/01/08	15	Jeff Thomson
Christie Martindale	08/07/13	10	Amy Shepherd
Tom Hardy	09/10/13	10	Elected
Sarah Petersen	07/26/18	5	Jerry Oser
Elizabeth Porter	07/26/18	5	Nancy Masters
Lacie Ross	07/26/18	5	Danielle Sexton
Jody Dimas	08/09/18	5	Stephanie Rennie
Elena Vizcaino	08/09/18	5	Stephanie Rennie
Morningstar Willis-Wagoner	08/29/13	10	Anna Scott
Tyler Davis	09/20/18	5	Anna Scott
Meaghan McCamman	09/20/18	5	Nate Greenberg



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4231

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of October 10, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft October 10, 2023 Minutes

APPROVALS:

- 10/10/2023

- 10/11/2023

MINUTES



County of Inyo Board of Supervisors

October 10, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on October 10, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

The Chairperson asked for public comment related to closed session items and public comment was heard from Inyo County Employees Association President Laura Boyer and Health and Human Services employee Perla Gastelum.

Closed Session

Chairperson Roeser recessed open session at 8:37 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; and No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Senior Budget Analyst Denelle Carrington.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:07 a.m. with all Board members present.

Pledge of Allegiance

Assistant Personnel Director Keri Oney led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and that no actions were taken during closed session required to be reported. Vallejo said the Board would meet again to discuss both items later in the meeting.

Public Comment

Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was heard from Independence resident Lauralyn Hundley.

County Department Reports

Probation Chief Jeff Thomson provided updates on Assembly Bill 505, announced a Drug Court graduation next week, and said he plans to meet with Superintendent of Schools Barry Simpson and Inyo Council for the Arts Lynn Cooper to discuss the art school program sponsored by the Probation Department.

Treasurer Tax-Collector Alicia McMurtrie informed the public that the secured tax bills for 2023-2024 will be mailed out by the end of the week.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve the minutes from the regular Board of Supervisors meeting of October 3, 2023. Motion carried unanimously.

<p><i>CAO-Emergency Services – March 2023 Storms & Spring Runoff Local Emergency Continuation</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023. Motion carried unanimously.</p>
<p><i>CAO-Emergency Services – Tropical Storm Hilary Local Emergency Continuation</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary. Motion carried unanimously.</p>
<p><i>HHS-EMCC – DMV Ambulance Driver Training Exemption Request Letter</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to authorize the Chairperson to approve and co-sign a letter with the Chair of the Emergency Medical Care Committee (EMCC) to the California Department of Motor Vehicles requesting a training exemption for individuals to become certified/licensed as volunteer ambulance drivers. Motion carried unanimously.</p>
<p><i>HHS-Health & Prevention – FY 23-24 Tobacco Control Program Allocation Agreement</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2023, through June 30, 2024, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices. Motion carried unanimously.</p>
<p><i>Public Works – Walker Creek Bridge Replacement Project Plans & Specs.</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve the plans and specifications for the Walker Creek Bridge Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.</p>
<p><i>Public Works – Quincy Engineering Contract Amendment No. 1 and Minutes Correction</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to authorize a correction of the July 27, 2021, Minutes and corresponding Board Order for the Quincy Engineering Contract Amendment No. 1, so that the record reflects the contract end date of June 30, 2024, as intended. Motion carried unanimously.</p>
<p><i>Public Works – Jail Administration Remodel Project Plans & Specs.</i></p>	<p>Moved by Supervisor Orrill and seconded by Supervisor Kingsley to approve the plans and specifications for the Jail Administration Remodel Project and authorize the Public Works Director to advertise for bids. Motion carried unanimously.</p>
<p><i>Public Works – Whitney Portal Road Reconstruction Discussion</i></p>	<p>Deputy Public Works Director John Pinkney introduced Project Management Branch Chief for the Central Federal Lands Highway Division Wendy Longley to the Board and provided the Board with notes and discussion on the pros and cons of allowing the agency to take over the repairs to Whitney Portal Road.</p> <p>Chairperson Roeser asked if there was anyone wishing to speak and public comment was heard from Travis Powell, Doug Thompson, Nancy O'Sullivan, Gillian Hile, and Patricia Ramirez.</p> <p>Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve acceptance of an offer from the Federal Highway Administration, Central Federal Lands (CFL) Highway Division, to deliver a project to repair the damage on Whitney Portal Road caused by Hurricane Hilary. Motion carried unanimously.</p>

Planning Department – Ordinance 1301 (GPA 2022-01/LADWP, Zone Reclass 2022-01/LADWP) & Reso. No. 2023-33

Planning Associate and Surface Mining Act Reclamation Coordinator Ryan Standridge provided background information on the application received from the Los Angeles Department of Water and Power for an Amendment to the General Plan and Zone reclassification.

Chairperson Roeser began the public hearing at 11:01 a.m. and with no one requesting to provide public comment, closed the hearing at 11:01 a.m.

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to:

- A) Approve GPA 2022-01/LADWP changing the General Plan designation from natural resources to general industrial to best match the requested zoning and current and future planned uses on the property;
- B) Approve proposed Ordinance 1301 titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2022-01 LADWP and Amending the Zoning Map of the County of Inyo by Rezoning a Parcel Located on the West Side of Highway 136 South of the Keeler Community (APN 031-010-01) from Open Space with a 40-Acre Minimum (OS-40) to General Industrial (GI); and;
- C) Approve Resolution No. 2023-33 to certify that the proposed project is exempt from the requirements of the California Environmental Quality Act pursuant to Cal. Code Regs. tit. 14 § 1506(b)(3).

Motion carried unanimously.

CAO-Personnel – Deputy Director Social and Placement Services/ Job Description & Contract Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve Amendment No. 1 to the contract between the County of Inyo and Darcia Blackdeer-Lent for the Provision of Personnel Services as the Deputy Director Social and Placement Services, changing her title from Deputy Director Aging & Social Services to Deputy Director Social and Placement Services, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the job description for the Deputy Director Social and Placement Services; and
- C) Direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

CAO-Personnel – Deputy Director Public Assistance and Aging Job Description & Contract

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Approve the contract between the County of Inyo and Morningstar Willis-Wagoner for provision of personal services as the Deputy Director Public Assistance and Aging at Range 88, Step D, \$9,525 per month, effective October 12, 2023, and authorize the Chairperson to sign;
- B) Approve the Deputy Director Public Assistance and Aging job description; and
- C) Direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

Closed Session

Chairperson Roeser recessed open session to return to closed session at 11:09 a.m. and reconvened the meeting in open session at 12:12 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and that no action was taken during closed session that is required to be reported.

CAO – Public Safety and Administration Land Mobile Radio System Update

CAO Greenberg introduced Chief Information Officer Noam Shendar who provided a presentation to the Board along with Assistant Sheriff Tim Bachman on the status of the current radio systems being used in Inyo.

Shendar recommended the continued use of the existing analog Very High Frequency (VHF) system, explaining that it has been neglected for several years and would need to be repaired and a preventative maintenance schedule established. Shendar noted that the key to bringing radio services current in Inyo will be coordination between the Sheriff, HHS-EMS, and Road systems and a collaboration of budgets and purchases for this long-term planning process.

Chairperson Roeser asked if anyone wished to speak and public comment was provided by

Lone Pine Fire Chief Carl Bursell.

**CAO –
Volunteer Fire Districts
One-Time Funding
Distribution**

CAO Greenberg provided a brief background history of what prompted the County's proposal to help boost support of local volunteer EMS providers.

Chairperson Roeser asked if there was anyone wishing to speak and public comment was given by Lone Pine Fire Chief Carl Bursell, Treasurer Tax-Collector Alicia McMurtrie, Sierra LifeFlight Regional Director of Program Operations Mike Patterson, and Olancho Fire Chief Chelsea Benbrook.

A majority of the Board directed staff to return with an agenda item next week to provide the Bishop Rural Fire Protection District with a one-time allocation of \$25,000 as well.

Moved by Supervisor Orrill and seconded by Supervisor Kingsley to authorize the one-time allocation of \$25,000 to the following volunteer fire departments: Big Pine Fire Protection District; Independence Fire Protection District; Lone Pine Fire Protection District; Olancho Fire Protection District; and Southern Inyo Fire Protection District. Motion carried unanimously.

Recess/Reconvene

Chairperson Roeser recessed the meeting at 2:19 p.m. for a break and reconvened the meeting at 2:32 p.m. with all Board members present.

**CAO-Emergency
Services –
Tropical Storm Hilary
After Action Review
Presentation**

CAO Greenberg provided a brief timeline of events surrounding Tropical Storm Hilary, the impact of damages sustained to infrastructure, and noted areas of strength and deficiency surrounding agency response efforts.

Greenberg highlighted areas of focus with regard to communications and explained progress being made to improve disaster response and emergency coordination efforts.

Chairperson Roeser asked if there was anyone wishing to speak and comment was given by Assistant Sheriff Bachman, HHS Deputy Director for Fiscal Oversight and Special Operations Melissa Best-Baker, Independence Fire Chief Joe Capello, and Lone Pine Fire Chief Carl Bursell.

Attendance Change

Supervisor Griffiths left the Board meeting at 3:11 p.m.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

**Board Member & Staff
Reports**

Supervisor Kingsley reported the County received a Clean Air Grant for a project at Diaz Lake, attended the 100th anniversary celebration for the Dow Villa Hotel in Lone Pine, hopes to set up a meeting with Caltrans District 8, and that State Route 190 will open this Sunday from Lone Pine to Furnace Creek.

Supervisor Marcellin said he attended the 100th anniversary celebration for the Dow Villa Hotel, the Lone Pine Film Festival welcome dinner, the Hispanic Heritage Day Celebration in Bishop, and constituent meetings.

Supervisor Orrill said she attended the Fall Colors car show and the Hispanic Heritage Day Celebration.

Supervisor Roeser said she attended a tour of the Owens Valley Indian Water Commission's new Three Creeks property, the Bourbon and Barrels event in Independence, the Hispanic Heritage Celebration, meetings with volunteer groups and the Forest Service, and the Big Pine Civic Club meeting, which CAO Greenberg also attended.

Adjournment

The Chairperson adjourned the meeting at 3:51 p.m. to 8:30 a.m. Tuesday, October 17, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT



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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4241

Filling of Vacancies on the Big Pine Cemetery District Board of Trustees Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Ms. June Shaw to a four-year term and appoint Mr. James R. (JR) Lamia to a four-year term on the Big Pine Cemetery District Board of Trustees, both ending May 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the Big Pine Cemetery District Board of Trustees. The passing of Ms. Patricia Calloway created a vacancy, while another member's term expired. Both vacancies were advertised and requests for reappointment/appointment were received from Ms. June Shaw and Mr. James R. (JR) Lamia.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Make both appointments, one appointment, or none.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. June Shaw - BP Cemetery 2023
2. JR Lamia - BP Cemetery 2023

APPROVALS:

- 10/12/2023
- 10/12/2023

September 28, 2023
Board Of Supervisors
P O Drawer N
Independence CA 93526

RECEIVED
OCT 4 2023
Inye County Administrator
Clerk of the Board
@ 10:29 am
RC

Dear Board of Supervisors,

My name is June Shaw. I have been the Treasurer for the Big Pine Cemetery for the past Four Years. I am requesting to be considered for another Four Years as Treasurer for the Big Pine Cemetery District.

Sincerely,
June Shaw
June Shaw

[Redacted]
[Redacted]
[Redacted]

Darcy Ellis

From: JR Lamia [REDACTED]
Sent: Friday, October 6, 2023 3:31 PM
To: Darcy Ellis
Subject: Big Pine Cemetery Board of Trustees Appointment Consideration

You don't often get email from jr@jrlamia.com. [Learn why this is important](#)
October 6, 2023

To the Clerk of the Board of Supervisors:

My name is James R. Lamia (JR) and I wish to be considered for one of the vacant positions on the Big Pine Cemetery Board of Trustees.

I grew up in and am a current resident of Big Pine. I am impressed with how well the Big Pine Cemetery serves the community and would be honored to serve on the Board of Trustees and participate in maintaining the high quality and vital role it provides.

Regards,

James R. Lamia

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4235

Distribution of One-Time Funding to the Bishop Volunteer Fire Protection District to Bolster Emergency Medical Services County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Find that a public purpose(s) exists to bolster Emergency Medical Services (EMS) throughout the County, and authorize the one-time allocation of \$25,000 to the Bishop Volunteer Fire Protection District.

BACKGROUND / SUMMARY / JUSTIFICATION:

As your Board is aware, early in 2023 the then existing 911 ambulance / emergency medical service ("EMS") provider informed the County it was terminating its agreement to operate in the greater Bishop area. In April of 2023, Inyo County contracted with Coast 2 Coast (C2C) Ambulance to step in and provide EMS for a short-term basis. On July 18, 2023, C2C announced to the Inyo County Board of Supervisors that it was unable to bring in the revenue initially anticipated due to the non-exclusive nature of the Bishop Operating Area. Prior to C2C's announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term EMS options were in progress. However, C2C's announcement came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. This request for an EMS subsidy was the first of its kind for Inyo County, as all prior EMS had been delivered without any direct financial contribution supporting the operation(s). Given the limited notice provided by C2C and their then existing contract expiring in just five days, coupled with the requirements of Inyo County's purchasing policy, the County could not simply accept the \$60k request without a competitive process. At the same time, the County did not have any other realistic options for ensuring the continuity of this service on such short notice without subsidizing a service provider.

Given the above, County Administration subsequently advised the Board of its intent to sign a short-term agreement with an amount up to \$25,000. During a discussion of this topic with the Board, the Board received feedback from volunteer fire/ambulance providers, hospital emergency department heads, among others regarding the importance of sustaining EMS service countywide, beyond the Bishop Operating Area. During this discussion, your Board indicated an interest in distributing the same amount of funding to the other six volunteer districts providing EMS in other regions of the County, and directed staff to take the steps necessary to carry out this funding distribution. On September 29, 2023, the Inyo County Board of Supervisors approved the Fiscal Year 2023-2024 Budget, which included \$150,000 in a new Emergency Medical Services budget unit.

On October 10th, 2023 an item was brought before your Board to allocate funding to five of the six volunteer fire departments - excluding Bishop, for a variety of reasons. However, after significant Board discussion, it was determined that there was a desire to offer the same one-time funding to the Bishop Volunteer Fire Protection District as well as they also are part of the overall County "EMS system" and do provide backup support to the primary EMS provider in the Bishop Operating Area.

FISCAL IMPACT:			
Funding Source	General Fund - Emergency Medical Services Budget	Budget Unit	011404
Budgeted?	Yes (\$150,000)	Object Code	5539
Recurrence	Unknown		
Current Fiscal Year Impact			
\$25,000 is currently budgeted for FY 23-24.			
Future Fiscal Year Impacts			
Unknown.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve this funding distribution and the district would continue to operate as they have.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor/Controller; Volunteer Fire Districts

ATTACHMENTS:

APPROVALS:

- 10/11/2023
- 10/11/2023
- 10/12/2023
- 10/12/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4232

Resolution Implementing a State Assessment Analyst Certification Program

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director, David Stottlemyre, Assesor

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director, David Stottlemyre, Assesor

RECOMMENDED ACTION:

Approve Resolution No. 2023-34, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Implementing a State Assessment Analyst Certification Program in Accordance with Section 674 Through 680 of the Revenue and Taxation Code," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In March of 2023, your Board approved a change in the authorized strength in the Assessor's Office with the deletion of an Administrative Analyst III and the addition of an Administrative and Assessment Analyst or Senior Administrative and Assessment Analyst, depending on qualifications. Your Board also approved the reclassification of the current Administrative Analyst III into the Administrative and Assessment Analyst position and also approved that upon State Board of Equalization certification, the employee would move to the Senior Administrative and Assessment Analyst.

The employee has successfully passed the State Board of Equalization certification test. However, the State Board of Equalization has notified the County that they cannot provide certification, as the provisions regarding the certification of assessment analysts only apply to County Assessors' offices where the Board of Supervisors has passed a resolution requiring such certification.

This resolution meets the requirements of the State Board of Equalization and, if approved, will allow the employee to receive certification and transition to Senior Administrative and Assessment Analyst.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010500
Budgeted?	Yes	Object Code	5001
Recurrence			
Current Fiscal Year Impact			

The resolution does not have a fiscal impact. However, the passing of the resolution will have a financial impact as an employee will transition to a higher level position with the financial impact being realized in the General Fund budget of the Assessor's Office (010600) in Salaries and Benefits object codes.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the resolution. However, without this resolution, the State Board of Equalization cannot provide certification for the Administrative and Assessment Analyst, even though she has passed the certification testing requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Assessment Analyst Resolution

APPROVALS:

- 10/10/2023
- 10/10/2023
- 10/11/2023
- 10/11/2023
- 10/12/2023
- 10/12/2023

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, IMPLEMENTING A STATE ASSESSMENT ANALYST CERTIFICATION PROGRAM IN ACCORDANCE WITH SECTIONS 674 THROUGH 680 OF THE REVENUE AND TAXATION CODE

WHEREAS, in 2015 the California Legislature passed, and the Governor approved, Assembly Bill 1534, adding Article 8.5 (Sections 674 through 680) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code ("Article 8.5"); and

WHEREAS, Article 8.5 prohibits any person employed by the office of a county assessor from making decisions with regard to changes in ownership, or with regard to property tax exemptions, except homeowners' exemption claims, unless he or she is the holder of a valid assessment analyst certificate issued by the State Board of Equalization; and

WHEREAS, Article 8.5 only applies in counties that have passed a resolution upon the recommendation of the Assessor to require certification as provided by Article 8.5; and

WHEREAS, change in ownership and property tax exemption decisions can have a profound effect on the County's taxpayers and the County assessment roll; and

WHEREAS, making change in ownership and property tax exemption decisions requires knowledge of complicated laws, regulations, and court cases; and

WHEREAS, the Inyo County Assessor recommends that the Board of Supervisors adopt a resolution requiring the certification as provided by Article 8.5; and

WHEREAS, Article 8.5 requires that the State Board of Equalization provide for the examination of all applicants for an assessment analyst certificate; and

WHEREAS, Article 8.5 provides that the State Board of Equalization shall not impose any charge upon a county or an applicant for an examination or certification required under Article 8.5 or for required training conducted by the State Board of Equalization; and

WHEREAS, the certification requirements under Article 8.5 do not apply to an Assessor or any person employed by the office of a County Assessor holding a valid Appraiser's or Advanced Appraiser's certificate issued by the State Board of Equalization; and

WHEREAS, it is in the best interest of the County of Inyo, its Assessor's Office, and the public to require the certification and training as provided by Article 8.5 because the certification and training will promote consistent and accurate assessment practices within the County.

NOW THEREFORE BE IT RESOLVED, that the provisions of Article 8.5 of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code, as may be amended from time to time by the State legislature, shall apply in Inyo County.

PASSED AND ADOPTED THIS 17th day of October, 2023, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
Clerk of the Board

By: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4222

Agreement between County of Inyo and North American Mental Health Services for Telepsychiatry Services Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent

ITEM PRESENTED BY

Anna Scott, Acting HHS Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since Inyo County's long-time psychiatrist retired in 2021, the Health and Human Services Department has sought to meet our contractual obligations to provide psychiatry services via a contracted telepsychiatry provider. Our current provider of telepsychiatry services, Iris Telehealth, has provided HHS with notice to end their contract as of November 9, 2023. Upon learning that the Iris Telehealth contract would be ending, HHS initiated a request for proposals to identify a new provider. North American Mental Health Services (NAMHS) was selected through a formal procurement process to provide tele-psychiatry services to adults, children and adolescents in Inyo. NAMHS provides telepsychiatry services to nine other rural counties in California, including Mono County. NAMHS was selected based upon several criteria that best meet Inyo County's needs from the standpoint of network adequacy and fiscal prudence.

FISCAL IMPACT:

Funding Source	Mental Health MediCal and Mental Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
These expenses are budgeted.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract with North American Mental Health Services. This is not recommended as the Inyo County HHS Department has selected this vendor through a competitive process and found that North American Mental Health Services provides the best value for psychiatry services that are required as part of our contract with the state.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. North American Mental Health Services Contract

APPROVALS:

- 10/4/2023
- 10/5/2023
- 10/9/2023
- 10/9/2023
- 10/9/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum 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 some need for such services or work during the term of this Agreement.

2. QUALIFICATIONS OF CONTRACTOR

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.

- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum 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 some need for such services or work during the term of this Agreement.

2. QUALIFICATIONS OF CONTRACTOR

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.

- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

- a. Requirements applying to Individual, Group, and Organizational Providers:
 - i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
 - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
 - i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
 - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
 1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
 2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
 3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.
 4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
 - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
 - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
 6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

3. TERM.

The term of this Agreement shall be from November 1, 2023 to June 30, 2024, unless sooner terminated as provided below.

4. CONSIDERATION.

- a. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.
- b. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- c. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Thousand and no dollars (\$ 100,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described

in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. 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.

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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>.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority 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 INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of

service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. 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.

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

14. PATIENTS' RIGHTS

Contractor shall comply with applicable patients' rights provisions in Cal. Welfare & Institutions Code Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. 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.

16. 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.

17. 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.

18. 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.

19. CONFIDENTIALITY.

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

20. 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.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after

the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. 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.

23. 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-four (24) (Amendment).

24. 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.

25. 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	
HHS - Behavioral Health	Department
1360 North Main Street, Suite 124	Address
Bishop, CA 93514	City and State

Contractor	
North American Mental Health Services	Name
2165 Larkspur Lane	Address
Redding, CA 96002	City and State

26. ENTIRE AGREEMENT.

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

COUNTY OF INYO

CONTRACTOR

By: _____

Signature

Print or Type Name

Date: _____

By: Thomas J. Andrews, MD CEO

Signature

Thomas J. Andrews, MD CEO
Print or Type Name

Date: 10/11/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

SCOPE OF WORK

Exhibit A. Scope of Work

North American Mental Health Services will assist the County of Inyo with initial assessments for both children and adolescents looking for specialty mental health services and severe emotional disturbances. NAMHS providers will send referrals to contracted CBOs for the term of the agreement. These services will be either in person or provided through telepsychiatry for 24 hours per month. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and provide additional billable consultation upon occasion to ensure continuity of care.

NAMHS will enhance current service provisions by working closely with behavioral staff to support individuals in crisis, support alternatives to acute psychiatric hospitalization, assess for crisis stabilization in the least restrictive setting possible, limit the use of medical emergency room services, decrease recidivism of acute crises and hospitalizations, and lower incarcerations by providing the following services:

1. General, acute, and continuing psychiatric outpatient services to the clients of Inyo County's behavioral health clinic. Evaluation, treatments, ongoing medication management as well as fill in the gaps in linguistic competencies.
2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail one day, monthly for 8 hours.
3. Crisis stabilization services will be delivered to provide psychiatric stabilization and ongoing care. Services will be coordinated with the County based on need.
4. NAMHS providers will participate in training in the behavioral health training programs at County's discretion. Reimbursement will be requested for all per diem & air travel accommodations for travel more than 70 miles. Mileage will be reimbursed at the going federal reimbursement rate.
5. NAMHS will seek to match the county with a provider who can deliver culturally relevant services to Spanish-speaking and indigenous clients.

NAMHS is willing to provide services either in person or remotely, via the internet and multiple forms of teleconferencing. Services shall also include all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to HHS. Services to outpatient clients shall include but are not limited to:

1. Initial Evaluation
2. Psychiatric Medication Management
3. Medication education for staff, clients, and families.
4. Review, revision, and approval of assessment of clients.
5. Consultation, training, and support of multidisciplinary team members.
6. Utilization review, quality improvement protocols, and peer review.
7. Documentation and Reporting as required by the State of California and County

NAMHS will provide a provider who is appropriately licensed and/or certified in California. NAMHS will best accommodate the County's preference for experience in the public mental health association, Bi-Lingual in Spanish and in-person visits. Provider will participate in Medicare and Medi-Cal in accordance with all applicable provisions and meet the following:

- a. Completed credentialing application or required documentation for credentialing.
- b. Holds a valid third-party billable provider certification (ie. Medicare, Medi-Cal and/or private insurance) or submit a complete billable provider application, along with required documentation to obtain appropriate billable provider status.
- c. Annual compliance training such as HIPAA and Cultural Competency.

NAMHS will be reallocating current staff and hire new staff as needed to fulfill any responsibilities and workload associated with this contract.

Non-Solicitation Clause. During the term of this agreement and for 1 year after termination or expiration of this agreement, the contractor agrees not to solicit, recruit, or hire NAMHS employees. 4

Inyo County will report data necessary for any relevant results-based accountability plan. The services will be performed onsite or through telemedicine on an as needed basis as deemed appropriate by both parties. NAMHS "Contractor" shall document services listed above under the agreement in County's EHR no more than 3 business days from date of service.

Monthly Touch Point Meetings will be mutually scheduled to review data points (as captured through the Electronic Medical Record System and internal reporting) assessing overall performance to ensure all current and future needs are being met with accountability per the contract.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

SCHEDULE OF FEES

Exhibit B. Fee Schedule

NAMHS will provide either In-Person or Telepsychiatry with a licensed provider for 24 hours per month. These hours will remain flexible. The services will be provided in a mutually agreed upon block of time schedule in advance. During these blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

Inyo County shall reimburse Contractor (NAMHS) for services provided per the fee schedule below:

Telepsychiatry Fees

MD/DO	\$265/Hour
Mid-Level Practitioner (NP/PA)	\$210/Hour

In- Person Fees

MD/DO	\$295/Hour
Mid-Level Practitioner (NP/PA)	\$245/Hour

Crisis Stabilization/Consultation Services (On Call) \$500/ Week Day
\$700/ Weekend Day

Travel Reimbursement (>70 Miles)

Airfare, accommodations, and meals	Per documented/approved receipts
Mileage	Federal reimbursement rate

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**STATE DEPARTMENT OF HEALTH CARE SERVICES
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

**Inyo County Health and Human Services- Behavioral Health Division
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage
Requirements
And Documentation Standards**

Version:	1.0	Effective 05/25/22	5/25/2022 Revised 02/28/23
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REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073,
Behavioral Health Information Notice (BHIN) No: 22-019
CA WIC section 14184.402
9 CCR 1830.205

DEFINITIONS:

ICBHS – Inyo County Behavioral Health Services
DHCS Department of Health and Social Services – State of California
SMHS – Specialty Mental Health Services
DMC – Drug Medi-Cal

POLICY

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
 - a) **The beneficiary has at least one of the following:**
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
 - b) **The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Additional Coverage Requirements and Clarifications:

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(1) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.)** MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.)** The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.)** Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.)** The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.)** The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.)** The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

(2) SMHS Assessment Domain Requirements

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

Domain 1:

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

Domain 2:

- Trauma

Domain 3:

- Behavioral Health History
- Comorbidity

Domain 4:

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

Domain 5:

- Social and Life Circumstances
- Culture/Religion/Spirituality

Domain 6:

- Strengths, Risk Behaviors, and Safety Factors

Domain 7:

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

(3) SMHS, DMC, and DMC-ODS Problem List

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any.

Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.

• Problems or illnesses identified by the beneficiary and/or significant support person, if any.

• The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.3
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

(5) Treatment and Care Planning Requirements:

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.¹ **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
 - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
 - Identifies a course of action to respond to the assessed needs of the beneficiary; and
 - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
 - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C. Requirements for treatment and care planning for additional service types are found in Attachment 1.**

D. Additional Treatment and Care Plan Requirements

(6) Telehealth Consent: If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

¹ For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
 - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
 - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

IMPLEMENTATION: Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

TRAINING: New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

ONGOING TRAINING: As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

DISCIPLINARY ACTION:

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

INSURANCE PROVISIONS

Attachment D: 2023 Insurance Requirements for Professional Services - General

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage 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 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 expense.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

**Attachment C: 2023 Insurance Requirements for
Professional Services - General**

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

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

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

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

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

-end-

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and North American Mental Health Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

North American Mental Health Services

By: _____

By: Thomas J. Andrews, MD, CEO

Print Name: _____

Print Name: Thomas J. Andrews, MD

Title: _____

Title: CEO

Date: _____

Date: 10/11/23



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4152

Fiscal Year 2023-2024 Children's Medical Services (CMS) Plan

Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Acting HHS Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the Children's Medical Services (CMS) Plan for Fiscal Year 2023-2024 to ensure the continuation of children's medical services in Inyo County, and authorize the Chairperson to sign certification statements.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department is requesting ratification of the Children's Medical Services (CMS) Plan for FY 2023-2024 because the Department of Health Care Services traditionally releases budget information for CMS programs several months after the fiscal year begins.

The CMS programs include California Health and Disability Prevention (CHDP), CHDP Childhood Lead Poisoning Prevention (CHDP-CLPP), and Health Care Program for Children in Foster Care (HCPCFC), which addresses resource development of medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs and we are respectfully requesting ratification, approval and authorization for the Board Chairperson to sign the required documents.

FISCAL IMPACT:

Funding Source	State and Federal funding from Department of Health Care Services	Budget Unit	045102, 045500, and 045501
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Grant funding		
Current Fiscal Year Impact			
No significant changes to the allocations this fiscal year.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The CMS plan is required to access program funding.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2023-2024 CMS Plan

APPROVALS:

- 9/20/2023
- 9/20/2023
- 10/9/2023
- 10/9/2023
- 10/9/2023
- 10/10/2023
- 10/10/2023
- 10/11/2023

Health Care Program for Children in Foster Care

Agency Information		County/City: Inyo	Fiscal Year: 2023-24		
Street Address:	1360 N Main St	Health Officer Name:	James Richardson, MD		
City:	Bishop	HPCFC Central Email	phadmin@inyocounty.us		
Zip Code:	93514	Address:			
Authorized HPCFC Representative		Director of Social Services Agency			
Name, Title:	Darcia Blackdeer-Lent, Deputy Director of	Name:	Anna Scott		
Phone:	760-872-0902	Phone:	760-872-0902		
Email:	dblackdeerlent@inyocount	Email:	ascott@inyocounty.us		
Clerk of the Board of Supervisors		Chief Probation Officer			
Name:	Nate Greeberg	Name:	Jeff Thomson		
Phone:	760-878-0292	Phone:	760-873-4121		
Email:	dellis@inyocounty.us	Email:	jthomson@inyocounty.us		
List All HPCFC Program Staff					
	Name:	Title:	Support Staff	PHN	Email:
1	Vacant	Public Health Nurse	No	Yes	
2					
3					
4					
5					
6					
7					
8					
9					
10					
<i>View additional rows by selecting the "+" to the left.</i>					

Health Care Program for Children in Foster Care**Budget Workbook Instructions**

1. Detailed instructions for completion and submission of the Health Care Program for Children in Foster Care (HCPCFC) budget can be found within this workbook, the yearly HCPCFC Allocation Letter, and the Plan & Fiscal Guidelines.
2. Within each sheet of this reporting workbook are cells shaded in yellow. These cells will accept data. Rows may be expanded as needed.
3. Within each sheet of this reporting workbook are cells shaded in grey. These cells will automatically pull data from previously entered information.
4. Budget Submission Instructions
 - Budgets should be submitted to the ISCD Budget Portal by the due date provided in the yearly HCPCFC Allocation Letter.
 - A budget submission must consist of two documents:
 - I. Reporting Workbook in Excel Format
 - II. Reporting Workbook in Electronically Signed PDF Format
5. Documents submitted to DHCS should be signed by Adobe Acrobat Pro DC Self-signed with Digital ID function or DocuSign. If access to either of these options is not available, please contact your DHCS HCPCFC Liaison at HCPCFC@dhcs.ca.gov.
6. Submissions need only include the information requested in the attached HCPCFC Budget Reporting Workbook. Programs should be prepared to provide ISCD with documentation to demonstrate compliance with program requirements upon request.
7. Programs that are unable to obtain all necessary signatures by Friday, September 15, 2023 are asked to submit their budget in excel format by this date, and contact the program inbox to request an extension for the submission of the required signatures.
8. Questions regarding access to the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to: HCPCFC@dhcs.ca.gov.

Health Care Program for Children in Foster Care

Certification Statement	County/City:	Fiscal Year:
	Inyo	2023-24

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of HCPCFC/County Authorized Representative	<i>Darcia Blackdeer-Lent</i>	09/18/23
	Signature	Date

Local Governing Body Chairperson Name,	Signature	Date
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Health Care Program for Children in Foster Care

Base Budget Worksheet					County/City Name:		Fiscal Year:				
					Inyo		2023-24				
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Vacant	Public Health N	No	Yes	7%	\$99,311	\$6,973	100%	\$6,973	0%	\$0
2	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
3	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
4	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total Net Salaries and Wages							\$6,973		\$6,973		\$0
Staff Benefits (Specify %)			72%				\$5,027		\$5,027		\$0
I. Total Personnel Expenses							\$12,000		\$12,000		\$0
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		0%				\$0				\$0
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$0				\$0
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$12,000		\$12,000		\$0

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff.

By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23	
Authorized HCPCFC Signor Name, Title	Signature	Date	<i>Budget Summary tables can be found on the "Summary Tables" sheet of this</i>

Health Care Program for Children in Foster Care

Base Budget Narrative		County/City Name: Inyo	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
This position is currently vacant, but there are no changes to the personnel expenses.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
There are no projected operating expenses.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal expenses.		
External:	There are no projected external expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23
Authorized HCPCFC Signor Name, Title	Signature	Date

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet					County/City Name:			Fiscal Year:			
					Inyo			2023-24			
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Vacant	Public Health N	No	Yes	9%	\$99,311	\$8,503	100%	\$8,503	0%	\$0
2	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
3	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
4	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total Net Salaries and Wages							\$8,503		\$8,503		\$0
Staff Benefits (Specify %)			72%				\$6,131		\$6,131		\$0
I. Total Personnel Expenses							\$14,634		\$14,634		\$0
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		0%				\$0				\$0
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$0				\$0
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$14,634		\$14,634		\$0

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23	
Authorized HCPCFC Signor Name, Title	Signature	Date	Budget Summary tables can be found on the "Summary Tables" sheet of this

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Narrative		County/City Name:	Fiscal Year:
		Inyo	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
This position is currently vacant, but this is an increase to the prior year.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal expenses.		
External:	There are no projected external expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23
Authorized HCPCFC Signor Name, Title	Signature	Date

Health Care Program for Children in Foster Care

Caseload Relief Budget Worksheet					County/City Name:		Fiscal Year:				
					Inyo		2023-24				
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Vacant	Public Health N	No	Yes	3%	\$99,311	\$2,698	100%	\$2,698	0%	\$0
2	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
3	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
4	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>											
Total PHN FTE %					3%			100%			
Total Direct Support Staff FTE %					0%			0%			
Total Net Salaries and Wages							\$2,698		\$2,698		\$0
Staff Benefits (Specify %)			72%				\$1,946		\$1,946		\$0
I. Total Personnel Expenses							\$4,644		\$4,644		\$0
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		0%				\$0				\$0
2.	External (Specify %)		0%				\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$0				\$0
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$4,644		\$4,644		\$0

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23	
Authorized HCPCFC Signor Name, Title	Signature	Date	<i>Budget Summary tables can be found on the "Summary Tables" sheet of this</i>

Health Care Program for Children in Foster Care

Caseload Relief Budget Narrative		County/City Name:	Fiscal Year:
		Inyo	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
This position is currently vacant, but there are no changes to the personnel expenses.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
There are no projected operating expenses.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal expenses.		
External:	There are no projected external expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of Social Services	<i>Darcia Blackdeer-Lent</i>	09/18/23
Authorized HCPCFC Signor Name, Title	Signature	Date

Health Care Program for Children in Foster Care

Budget Summary							County/City:			Fiscal Year:		
							Inyo			2023-24		
Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal		
A	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$12,000	\$12,000	\$0	\$14,634	\$14,634	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0
II. Total Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
IV. Total Indirect Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
V. Total Other Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Budget Grand Total	\$12,000	\$12,000	\$0	\$14,634	\$14,634	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0
E	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Funds (Title XIX)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Grand Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Darcia Blackdeer-Lent, Deputy Director of Social S *Darcia Blackdeer-Lent* 09/18/23
 Authorized HCPCFC Signor Name, Title Signature Date

Child Health and Disability Prevention Program**Budget Workbook Instructions**

1. Detailed instructions for completion and submission of the Child Health & Disability Prevention Program (CHDP) budget can be found within this workbook, the yearly CHDP Allocation Letter, and the Plan & Fiscal Guidelines.
2. Within each sheet of this reporting workbook are cells shaded in yellow. These cells will accept data. Rows may be expanded as needed.
3. Within each sheet of this reporting workbook are cells shaded in grey. These cells will automatically pull data from previously entered information.
4. Budget Submission Instructions
 - Budgets should be submitted to the ISCD Budget Portal by the due date provided in the yearly CHDP Allocation Letter.
 - A budget submission must consist of two documents:
 - I. Reporting Workbook in Excel Format
 - II. Reporting Workbook in Electronically Signed PDF Format
5. Documents submitted to DHCS should be signed by Adobe Acrobat Pro DC Self-signed with Digital ID function or DocuSign. If access to either of these options is not available, please contact your DHCS CHDP Liaison at CHDPprogram@dhcs.ca.gov.
6. Submissions need only include the information requested in the attached CHDP Budget Reporting Workbook. Programs should be prepared to provide ISCD with documentation to demonstrate compliance with program requirements upon request.
7. Programs that are unable to obtain all necessary signatures by Friday, September 15, 2023 are asked to submit their budget in excel format by this date, and contact the program inbox to request an extension for the submission of the required signatures.
8. Questions regarding access to the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to: CHDP@dhcs.ca.gov.

Child Health and Disability Prevention Program

Agency Information		County/City: Inyo	Fiscal Year: 2023-24
Street Address:	1360 N. Main St	CHDP Central Email Address:	phadmin@inyocounty.us
City:	Bishop		
Zip Code:	93514		
CHDP Director		CHDP Deputy Director	
Name, Title: James Richardson		Name: Marissa Whitney, Supervising PHN	
Phone: 760-873-7868		Phone: 760-878-8069	
Email: healthofficer@inyocounty.us		Email: mhobbs@inyocounty.us	
Clerk of the Board of Supervisors		Health Officer	
Name: Nate Greenberg		Name: James Richardson	
Phone: 760-878-0292		Phone: 760-873-7868	
Email: dellis@inyocounty.us		Email: healthofficer@inyocounty.us	
List All CHDP Program Staff			
Name:		Title:	Email:
1	Peterson, Joey	Administrative Analyst III	joey.peterson@inyocounty.us
2	Tanksley, Stephanie	Public Health Deputy Director	stanksley@inyocounty.us
3			
4			
5			
6			
7			
8			
9			
10			
<i>View additional rows by selecting the "+" to the left. Additional rows may be added above this line.</i>			

State of California—Health and Human Service: Department of Health Care Services
Child Health and Disability Prevention Program

Certification Statement	County/City: Inyo	Fiscal Year: 2023-24
<p>I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.</p>		
Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23
CHDP/County Authorized Representative	Signature	Date
Local Governing Body Chairperson Name,	Signature	Date

Child Health and Disability Prevention Program

Base Budget Worksheet								County/City Name:		Fiscal Year:			
								Inyo		2023-24			
Column	1A	1B	1	4A	4	5A	5	2A	2	3A	3		
I. Personnel Expenses	Total FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total	CHDP %	Total CHDP Budget	Medi-Cal %	Total Medi-Cal Budget		
#	Name	Title											
1	Peterson, Joey	Administrative Analyst III	5%	\$85,361	\$4,268	0%	\$0	100%	\$4,268	0%	\$0	0%	\$0
2	Tanksley, Steph	Public Health Deputy Director	5%	\$120,632	\$6,032	0%	\$0	100%	\$6,032	0%	\$0	0%	\$0
3	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
4	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
5	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
6	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
7	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
8	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
9	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
10	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0
View additional rows by selecting the "+" to the left.													
Total Net Salaries and Wages					\$10,300		\$0		\$10,300		\$0		\$0
Staff Benefits (Specify %)		75%			\$7,705		\$0		\$7,705		\$0		\$0
I. Total Personnel Expenses					\$18,005		\$0		\$18,005		\$0		\$0
II. Total Operating Expenses (List in Narrative)					\$2,071		\$0		\$2,071		\$0		\$0
III. Total Capital Expenses (List in Narrative)					\$0				\$0		\$0		\$0
IV. Indirect Expenses (List in Narrative)													
1.	Internal (Specify %)		3%		\$267				\$267		\$0		\$0
2.	External (Specify %)		0%		\$0				\$0		\$0		\$0
IV. Total Indirect Expenses (List in Narrative)					\$267				\$267		\$0		\$0
V. Total Other Expenses (List in Narrative)					\$0				\$0		\$0		\$0
Budget Grand Total					\$20,343		\$0		\$20,343		\$0		\$0

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

0 Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23	
Authorized CHDP Signor Name, Title	Signature	Date	Budget Summary tables can be found on the "Summary Tables" sheet of this

Child Health and Disability Prevention Program

Base Budget Narrative	County/City Name:	Fiscal Year:
	Inyo	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses		
\$18,005.00 - The allocated positions remain the same as prior year, but the Deputy Director vacancy has been filled.		
II. Operating Expenses Identify and Explain All Operating Expense Line Items		
\$609.00 - General Operating: basic office supplies, time study and copy costs. This is a decrease from the prior year.		
\$100.00 - Utilities: phone, electricity, gas, etc. This is a decrease from the prior year.		
\$1,362.00 - Internal Charges: Includes Building and Maintenance expenses. This is a decrease from the prior year.		
III. Capital Expenses Identify and Explain All Capital Expense Line Items		
There are no capital expenses planned.		
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items		
Internal:	\$267.00 - Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is a decrease from the prior year.	
External:		
V. Other Expenses Identify and Explain All Other Expense Line Items		
There are no other expenses planned.		

I certify that the Child Health & Disability Prevention Program (CHDP) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the CHDP will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this CHDP may be subject to sanctions or other remedies if this CHDP violates any of the above.

0 Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23
Authorized CHDP Signor Name, Title	Signature	Date

Child Health and Disability Prevention Program

County/City Federal Match (Optional) Budget Worksheet				County/City Name:		Fiscal Year:			
				Inyo		2023-24			
Column	1A	1B	1	2A	2	3A	3		
I. Personnel Expenses			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced	Non-Enhanced FTE %	Non-Enhanced
#	Name	Title							
1	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
2	Tanksley, Steph	Public Health Deputy Director	0%	\$0	\$0	0%	\$0	100%	\$0
3	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
4	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
<i>View additional rows by selecting the "+" to the left.</i>									
Total Net Salaries and Wages					\$0		\$0		\$0
Staff Benefits (Specify %)		0%			\$0		\$0		\$0
I. Total Personnel Expenses					\$0		\$0		\$0
II. Total Operating Expenses (List in Narrative)					\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)					\$0				\$0
IV. Indirect Expenses (List in Narrative)									
1.	Internal (Specify %)	0%			\$0				\$0
2.	External (Specify %)	0%			\$0				\$0
IV. Total Indirect Expenses (List in Narrative)					\$0				\$0
V. Total Other Expenses (List in Narrative)					\$0				\$0
Budget Grand Total					\$0		\$0		\$0

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

0 Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23	
Authorized CHDP Signor Name, Title	Signature	Date	Budget Summary tables can be found on the "Summary Tables" sheet of this

Child Health and Disability Prevention Program

County/City Federal Match (Optional) Budget Budget Narrative		County/City Name: Inyo	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:			
External:			
V. Other Expenses Identify and Explain All Other Expense Line Items			

I certify that the Child Health & Disability Prevention Program (CHDP) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the CHDP will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this CHDP may be subject to sanctions or other remedies if this

0 Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23
Authorized CHDP Signor Name, Title	Signature	Date

Child Health and Disability Prevention Program

Budget Summary					County/City: Inyo		Fiscal Year: 2023-24	
Funding Source:	Base					County/City-Federal		
	1	4	5	2	3	1	2	3
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$18,005	\$0	\$18,005	\$0	\$0	\$0	\$0	\$0
II. Total Operating Expenses	\$2,071	\$0	\$2,071	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses	\$0		\$0	\$0	\$0	\$0		\$0
IV. Total Indirect Expenses	\$267		\$267	\$0	\$0	\$0		\$0
V. Total Other Expenses	\$0		\$0	\$0	\$0	\$0		\$0
Budget Grand Total	\$20,343	\$0	\$20,343	\$0	\$0	\$0	\$0	\$0
	1	4	5	2	3	1	2	3
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Funds	Enhanced	Non-Enhanced
State General Funds	\$0			\$0				
Medi-Cal Funds:	\$0				\$0			
State/County Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Funds (Title XIX)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Grand Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

0 Marissa Whitney, Supervising PHN
Authorized CHDP Signor Name, Title

M Whitney 9/18/23
Signature Date

Child Health and Disability Prevention Program | Lead Poisoning and Prevention

Agency Information		County/City:	Fiscal Year:
		Inyo	2023-24
Street Address:	1360 N Main St	Health Officer Name:	James Richardson, MD
City:	Bishop	CHDP CLPP Primary Email	
Zip Code:	93514	Address:	phadmin@inyocounty.us
Authorized Primary CHDP CLPP Representative		Clerk of the Board of Supervisors	
Name, Title:	Marissa Whitney, Supervising PHN	Name:	Nate Greenberg
Phone:	760-873-7877	Phone:	760-878-0292
Email:	mhobbs@inyocounty.us	Email:	dellis@inyocounty.us
List All CHDP CLPP Program Staff			
Name:	Title:	Email:	
Dena Dondero	Registered Nurse	dldondero@inyocounty.us	
<i>Additional rows may be added above this line.</i>			

Child Health and Disability Prevention Program | Lead Poisoning and Prevention

Budget Workbook Instructions

1. Detailed instructions for completion and submission of the CHDP Childhood Lead Poisoning Prevention (CHDP CLPP) budget can be found in the CHDP CLPP Allocation Letter and within this workbook.
2. Within each sheet of this template are cells shaded in yellow. These cells will accept data. Rows may be expanded as needed.
3. Within each sheet of this template are cells shaded in grey. These cells will automatically pull data from previously entered information.
4. Additional supportive documentation may be requested by the Department of Health Care Services at any time. Local programs should be prepared to provide supportive documentation upon request, in a manner and within a time frame, to be determined by the California Department of Health Care Services.
5. Questions regarding access to the ISCD Budget Portal may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to: CHDPprogram@dhcs.ca.gov.

Child Health and Disability Prevention Program | Lead Poisoning and Prevention

Budget Worksheet			County/City Name:	Fiscal Year:
			Inyo	2023-24
Column	1A	1B	1	
I. Personnel Expenses			Total Base FTE %	Annual Salary
#	Name	Title		Total Budget
1	Dondero, Dena	Registered Nurse	2%	\$89,091
2	0	0	0%	\$0
3	0	0	0%	\$0
4	0	0	0%	\$0
5	0	0	0%	\$0
6	0	0	0%	\$0
7	0	0	0%	\$0
8	0	0	0%	\$0
9	0	0	0%	\$0
10	0	0	0%	\$0
<i>(insert additional rows above this line as needed)</i>				
Total RN & PHN FTE %			2%	
Total Support Staff FTE %			0%	
Total Net Salaries and Wages				\$1,494
Staff Benefits (Specify %)		56%		\$837
I. Total Personnel Expenses				\$2,331
II. Total Operating Expenses (List in Narrative)				\$0
III. Total Capital Expenses (List in Narrative)				\$0
IV. Indirect Expenses (List in Narrative)				
1.	Internal (Specify %)	0%		\$0
2.	External (Specify %)	0%		\$0
IV. Total Indirect Expenses (List in Narrative)				\$0
V. Total Other Expenses (List in Narrative)				\$0
Budget Grand Total				\$2,331

I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23
Authorized Primary CHDP CLPP Representative Name, Title	Signature	

Child Health and Disability Prevention Program | Lead Poisoning and Prevention

Budget Narrative	County/City Name:	Fiscal Year:
	Inyo	2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses		
This is unchanged from the prior year.		
II. Operating Expenses Identify and Explain All Operating Expense Line Items		
III. Capital Expenses Identify and Explain All Capital Expense Line Items		
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items		
Internal:		
External:		
V. Other Expenses Identify and Explain All Other Expense Line Items		

I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

Marissa Whitney, Supervising PHN	<i>M Whitney</i>	9/18/23
Authorized Primary CHDP CLPP Representative Name, Title	Signature	Date

State of California—Health and Human Services Agency Department of Health Care Services
Child Health and Disability Prevention Program | Lead Poisoning and Prevention

Budget Summary	County/City Name:	Fiscal Year:
	Inyo	2023-24
A	B	
Category/Line Item	Total Budget	
I. Total Personnel Expenses	\$0	
II. Total Operating Expenses	\$0	
III. Total Capital Expenses	\$0	
IV. Total Indirect Expenses	\$0	
V. Total Other Expenses	\$0	
Budget Grand Total	\$0	

I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the

0 Marissa Whitney Supervising PHN Authorized Primary CHDP CLPP Representative Name, Title		9/18/23 Signature, Date
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INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4209

Memorandum of Agreement for Mutual Aid in Case of an Emergency or Disaster

Probation

ACTION REQUIRED

ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

RECOMMENDED ACTION:

Approve the Memorandum of Agreement to provide and to receive mutual aid from the participating counties in case of an emergency or disaster.

BACKGROUND / SUMMARY / JUSTIFICATION:

Due to the recent emergencies and disasters including floods and wildfires throughout California, the central region Chief Probation Officers created a memorandum of agreement to formalize the process of receiving and providing mutual aid in the time of a crisis. The central region participating counties in this agreement consist of Fresno County Probation Department, Inyo County Probation Department, Kings County Probation Department, Madera County Probation Department, Merced County Probation Department, Mono County Probation Department, San Luis Obispo County Probation Department, Stanislaus County Probation Department, and Tulare County Probation Department.

This mutual aid MOA will make things more efficient to help other counties in need, especially when there is an emergency requiring youth to be moved from one juvenile hall to another. The MOA does not obligate any participating county to provide resources or mandate any action, it just allows counties to help other counties if they have the resources and are able to share those resources. It also allows resources to be requested if Inyo County ever needed them from other counties.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund - to provide resources in emergency situations	Budget Unit	
Budgeted?	Yes - general operations	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
Additional Information			

The probation department would work with the affected county to get reimbursed for resources used for any state or federal local emergency declarations.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this Memorandum of Agreement (MOA). This is not recommended as during times of need, it is commonplace for counties to help support each other. This MOA just makes that a little more efficient.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Memorandum of Agreement - Mutual Aid Central Region

APPROVALS:

- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into by and among the Fresno County Probation Department, Inyo County Probation Department, Kings County Probation Department, Madera County Probation Department, Merced County Probation Department, Mono County Probation Department, San Luis Obispo County Probation Department, Stanislaus County Probation Department, and Tulare County Probation Department (individually referred to as “party” and collectively “the parties. The Effective Date shall be the date that the last party signs this Agreement.

Recitals

Whereas the parties to this Agreement currently provide juvenile probation institution services and juvenile and adult probation field supervision services within their territorial jurisdictions; and

Whereas the parties desire to provide mutual aid to one another in the event of an emergency which means any situation that will, or is likely to, cause a serious disruption, interruption, or breakdown in juvenile probation institution services and/or juvenile and adult probation field supervision services provided by the party affected by such an emergency; and

Whereas the party requesting services from the other parties is hereafter, referred to as the “Requesting Party” and the party or parties assisting in providing emergency services are hereafter referred to as the “Assisting Party or Parties”;

Therefore, the parties hereto agree as follows:

Terms and Conditions

- I. **Purpose.**
 - a. The parties agree, when reasonably practicable, to provide juvenile probation institution and/ or juvenile and adult probation field supervision services as designated in this Agreement if Assisting Party is able, upon request of a party facing an emergency.
 - b. Assisting Parties’ responses to a request for aid is dependent on any existing emergency conditions within their own jurisdiction, the status of each party’s resources, and capability of meeting probation service mandates.
 - c. Juvenile probation institution and juvenile and adult probation field services to be provided in the event of an emergency may include, but are not limited to, the following:
 1. Housing of detained youth,

2. Use of Probation peace officers to support institution or field operations, and Use of equipment including but not limited to vehicles, restraining devices, food, and clothing.

II. **Procedure for activating mutual aid response.**

- a. As a pre-condition for requesting mutual aid response, either:
 1. The Board of Supervisors or County Administrative Officer (whichever is legally authorized by that county) of a Requesting Party must declare a state of emergency in that county, which will necessarily affect the juvenile probation institution/probation field services of the Requesting Party, or
 2. The County Administrative Officer of the Requesting Party must notify the County Administrative Officer of the Assisting Party that an emergency exists in the Requesting Party's county that will necessarily affect the juvenile institution/probation field supervision services of the Requesting Party.
- b. Following the occurrence of either of the pre-conditions described in Section IV.a., Requesting Party shall contact the Chief Probation Officer of any county from which it is requesting services. If the Chief of a certain Assisting Party is unavailable, the Assisting Party shall utilize its chain of command to determine the highest-ranking authorized officer to authorize mutual aid response pursuant to this Agreement.
- c. If any Assisting Party or Parties determine that housing, staffing, or equipment resources are not available, Assisting Party or Parties shall notify Requesting Party or Parties as soon as that determination is made.
- d. Upon determination by Assisting Parties that the services, housing, staffing, or equipment resources requested are available, implementation of assistance shall be coordinated between the Requesting Party and Assisting Party or Parties.
- e. Request for housing of detained youth:
 1. Before a request for housing is made, , and accordance with state law, the Requesting Party shall release appropriate youth to parents or legal guardians to the extent such release is possible.
 2. Requesting Party shall be responsible for transportation of detained youth to the Assisting Party's jurisdiction unless other arrangements have been specifically agreed upon by the parties. If an emergency prevents the Requesting Party from transporting detained youth, the other parties will endeavor in good faith to provide transportation if reasonably practicable.
 3. Youth being transferred must be accompanied by a completed Mutual Aid Detainee Transfer Form (Attachment A) and attached documentation related to the request, which include the most recent court order stipulating to

continued detention, authorization for medical treatment, institution medical treatment records/medication, and classification materials.

4. Requesting Party shall be responsible for monitoring the legal status of transferred youth and performing related tasks including, but not limited to arranging transportation to court and placement, , unless other arrangements are specifically agreed upon.
 5. Any youth transferred pursuant to this subsection II.e. shall be held by Assisting Party only for the minimum amount of time necessary, and shall be transferred back to Requesting Party as soon as possible.
 6. If youth transferred pursuant to this subsection II.e. are held by Assisting Party longer than a period of thirty (30) days, Requesting Party shall reimburse Assisting Party for its reasonable costs in housing such youth beyond the initial thirty-day period. For example, if a transferred youth is held by Assisting Party for forty-five (45) days, Requesting Party shall reimburse Assisting Party for its reasonable costs in housing such youth for the extra fifteen (15) days.
- f. Request for staff:
1. Requests for staff shall only be made by the Chief Probation Officer of the Requesting Party, and the Assisting Party shall review any such request with consideration given to the travel time, expense, and logistics.
 2. To mitigate potential liability and the need for training, Assisting Parties' staff shall be used only in a support capacity.
- g. Request for equipment:
1. Any requested equipment, including but not limited to, vehicles, restraining devices, food, and clothing, shall be inventoried by both the Requesting Party and Assisting Party prior to delivery by the requesting and assisting parties and both receipt and return documented on the Mutual Aid Equipment Transfer form (Attachment B). If any requested equipment provided by an Assisting Party is damaged or lost during the use of equipment by Requesting Party during the emergency, Requesting Party shall pay Assisting Party for the replacement of such equipment after the conclusion of the emergency.
 2. Food and other consumable items need not be returned unless they are nonperishable, go unused, and can be returned and accounted for without unreasonable burden and expense.
 3. Other items shall be used with the degree of care expected of a bailment for the benefit of the bailee and shall be returned by the Requesting Party, (i) as soon as reasonably practicable when no longer needed by the

Requesting Party, or (ii) if the Assisting Party advises the Requesting Party of a superseding need.

III. Reimbursement for Services Rendered.

With the exclusion of the provisions of Sections II.e.6. and VII, no party shall be entitled to any compensation for any services rendered to the other; provided however, that where a state or local proclamation of emergency is issued, each party will cooperate to ensure any reimburse, if applicable, to the assisting party through federal or state emergency management relief funds (e.g., FEMA or the State Office of Emergency Services). Where no opportunity exists for federal or state reimbursement, the mutual promises and covenants of this Agreement shall be the sole consideration of any services rendered.

IV. Indemnification.

- a. Notwithstanding any other law, including the provisions for joint and several liability in Government Code Section 895.2, each party (the "indemnifying party") agrees to hold harmless, indemnify, and defend the other parties and their elected and appointed officers, employees, agents, and assigns (collectively, the "indemnitees") from any and all claims, actions, losses, damages, judgments, or liabilities of any kind or nature, including attorneys' fees and costs ("claims") arising from or relating to the indemnifying party's own fault, including that of its elected and appointed officers, employees, agents, and assigns, excepting any claims arising from any indemnitees' own gross negligence or willful misconduct.
- b. Except as specified in paragraph c., below, the duty of defense shall not arise between two parties as to a cause of action brought against both parties, but the parties may recover defense costs from one another, and shall indemnify one another, in proportion to fault. As used in the previous sentence, a "cause of action" means a primary right of a plaintiff with a corresponding primary duty of the defendant.
- c. Paragraph b., above, shall not apply to circumstances where the Assisting Party's agents or employees were acting under the direction of the Requesting Party's agents and employees, in which case the Requesting Party shall be deemed at fault for the conduct of the Assisting Party's employees and agents for purposes of paragraph a. of this section IV.
- d. Each party to this agreement shall maintain such insurance, including through a self-insured retainer with excess liability coverage through participation in a risk pool, as it reasonably determines necessary to meet its indemnification and defense obligations hereunder. Each party to this agreement is responsible for the workers' compensation of their respective employees, and the workers' compensation policies shall be endorsed with a waiver of subrogation in favor of the other parties.

- V. **Liability of Requesting Party for Youth at Assisting Party's Facility.**
Requesting Party shall defend, indemnify, and hold harmless Assisting Party or Parties, as well Assisting Party or Parties' officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with the transfer of a Youth to Assisting Party or Parties' facility under this Agreement, and all actions and activities of the Youth while at Assisting Party or Parties' facility or facilities.
- VI. **Termination.**
Each county shall be bound to the other county signatories hereto upon acceptance by the county's board of supervisors. Any party may terminate their participation in this Agreement at any time for any reason by giving written notice to the other parties at least ninety (90) days prior to the date of termination in accordance with the notice provisions below.
- VII. **Tax exempt bond financing of the JJC (Applicable for Fresno County Only).**
Notwithstanding any other provision in this Agreement, Requesting Party acknowledges that the Fresno County Juvenile Justice Campus ("JJC") has been acquired, constructed, or improved, and is situated on land that has been acquired using net proceeds of governmental tax-exempt bonds. To that end, (a) Requesting Party covenants, represents, and warrants to Assisting Party that Requesting Party is a political subdivision of the State of California; (b) this Agreement does not confer upon the Requesting Party any right, title, or interest in the JJC; (c) Requesting Party may only house at the JJC Youth who are charged or convicted solely in relation to a violation of a local or state law; and (d) if Requesting Party wishes to have any extraordinary services, including programming, beyond what the County of Fresno normally provides to its youth housed at the JJC, provided to the Youth at the JJC, Requesting Party must utilize only the County of Fresno's vendors providing such services, subject to such services being available, and reimburse the County of Fresno for the cost of such services. In the event of any Internal Revenue Service examination of any of the bonds or the use of the JJC, the Requesting Party shall cooperate with the County of Fresno in any such examination.
- VIII. **Facsimile/Electronic Signatures and Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Agreement. Faxed, photocopied, or electronically signed or transmitted signatures have the same effect as ink originals.
- IX. **Effective Date and Termination.**

This Agreement is effective upon the affixing of signatures below of each party's chief probation officer and shall remain in effect until terminated. By signing below, each chief probation officer has the authority to bind their respective County to this Agreement. Any party may terminate their participation in this Agreement at any time for any reason by giving notice to the other parties at least ninety (90) days prior to the date of termination.

X. **Governing Law and Venue.**

This Agreement shall be construed according to California law. There are no third-party intended beneficiaries of this Agreement. Any dispute arising from this Agreement shall be heard in a neutral county pursuant to Code of Civil Procedure Section 394. Except to seek provisional relief reasonably necessary to protect a party's interests, in case of any dispute arising from this Agreement, prior to filing any litigation the affected parties shall attempt in good faith to resolve their dispute informally including, where appropriate, by agreeing to suitable methods of alternative dispute resolution.

XI. **Confidentiality of Records.**

The parties shall maintain the confidentiality of all records and information relating to juvenile participants under this Agreement. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable state and county laws, ordinances, regulations, and directives relating to confidentiality. Each party shall inform their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this Agreement. In no case shall records or information pertaining to participants be disclosed to any person, except designated employees, without the written permission of a Probation Director, or other authorized representative.

XII. **Authority.**

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Assisting Party or Parties and Requesting Party.

XIII. **Employment Rights and Benefits.**

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and hold the other party harmless for all matters relating to payment of each party's employees,

including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters.

XIV. **Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in third parties.

XV. **Amendments.**

No changes, amendments or alterations shall be effective unless in writing and signed by the parties to this Agreement. The parties acknowledge that in entering into and executing this Agreement, each relies solely upon the provisions contained in the Agreement and no others.

XVI. **Notice.**

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810). All notices shall be sent to the Chief Probation Officer of each county, as appearing in the signature block below.

(END OF TERMS SIGNATURE PAGES FOLLOW)

Fresno County Probation Department

By: _____
KIRK HAYNES
Chief Probation Officer

Date: _____

Address for Notice:

Madera County Probation Department

By: _____
CHRIS CHILDERS
Chief Probation Officer

Date: _____

Address for Notice:

Inyo County Probation Department

By: _____
JEFF THOMSON
Chief Probation Officer

Date: _____

Address for Notice:

Merced County Probation Department

By: _____
KALISA ROCHESTER
Chief Probation Officer

Date: _____

Address for Notice:

Kings County Probation Department

By: _____
LEONARD A. BAKKER
Chief Probation Officer

Date: _____

Address for Notice:

Mono County Probation Department

By: _____
KARIN HUMISTON
Chief Probation Officer

Date: _____

Address for Notice:

**San Luis Obispo County Probation
Department**

By: _____
ROBERT REYES
Chief Probation Officer

Date: _____

Address for Notice:

**Stanislaus County Probation
Department**

By: _____
MARK FERRIERA
Chief Probation Officer

Date: _____

Address for Notice:

Tulare County Probation Department

By: _____
KELLY VERNON
Chief Probation Officer

Date: _____

Address for Notice:

**Mariposa County Probation
Department**

By: _____
RYAN OLIPHANT
Chief Probation Officer

Date: _____

Address for Notice:

**Tuolumne County Probation
Department**

By: _____
DAN HAWKS
Chief Probation Officer

Date: _____

Address for Notice:



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4208

Award Contract for the Big Pine Animal Shelter Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Nolan Ferguson, Assistant Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Award the contract for the Big Pine Animal Shelter Project at the Big Pine Animal Shelter to Rudolph Construction Co. of Bishop, CA as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Rudolph Construction Co. of Bishop, CA in the amount of \$270,879.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and approval of the 2023-2024 budget;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

On August 15 2023, your Board approved the plans and specifications for the Big Pine Animal Shelter Project and authorized the Public Works Director to advertise the project. The bid opening occurred on September 27 2023, and two bids were received:

- 1. Speiss Construction Co. - \$282,870.00
- 2. Rudolph Construction Co. - \$270,879.00

The bid submittals were reviewed, and the low bidder was determined to be responsible and responsive. It is recommended to award the contract to Rudolph Construction Co. in the amount of \$270,879.00.

FISCAL IMPACT:

Funding Source	General Fund (Shelter Trust)	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to award the contract, which would result in further delay of the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Rudolph Construction Bid
2. Bid Tabulation
3. Rudolph Construction Contract

APPROVALS:

- 9/28/2023
- 9/29/2023
- 10/2/2023
- 10/3/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023

BID PROPOSAL FORM



TO: COUNTY OF INYO
Attn.: Inyo County Public Works / Nolan Ferguson
168 North Edwards Street, P.O. Box Q
Big Pine, California 93526
(Herein called the "County")

FROM: Rudolph Construction, Inc.
550 Central Ave.
Bishop CA 93514
(Herein called "Bidder")

This bid was received on
September 27, 2023 @ 3:17 p.m.
Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

FOR: **BIG PINE ANIMAL SHELTER PROJECT**
(Herein called "Project")

By: [Signature], Assistant

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on September 20, 2023 by the Inyo County Public Works Department, 168 North Edwards Street (mailing address: P.O. Box Q), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$N/A ADD #4 I+Bm #5

PROJECT BID AMOUNT:

LUMP SUM FOR PROJECT (IN NUMBERS): \$ 270,879.⁰⁰

BID TOTAL (IN WORDS): Two Hundred Seventy Thousand Eight Hundred Seventy Nine Dollars.

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

#1	#2	#3	#4
8/30	9/13	9/26	9/21

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Rudolph Construction, Inc.

Address: 550 Central Ave

Bishop CA Zip Code 93514

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 873-9800

Federal Identification No.: 77-0218296

Contractor's License No.: 568439 State: CA

Classification: B Expiration Date: 5-31-25

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation () Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

GARY KAISER

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

Gary Kaiser
(Signature of Authorized Person)

9-22-23
(Date)

GARY KAISER
(Printed Name)

President
(Printed Title)

BID ITEM LIST

BIG PINE ANIMAL SHELTER PROJECT BIDDER'S

COMPANY NAME: _____

ABBREVIATIONS

LS = LUMP SUM

LF = LINEAR FEET

SF = SQUARE FEET

EA = EACH

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
17	Provide all materials and labor required to Connect Electric Panel to SCE	LS	1	\$	\$
18	base material and formwork for 40'x40' concrete pad	LS	1	\$	\$ 45,000.00 *
19	excavation and formwork for 18'x30' concrete pad	LS	1	\$	\$
20	excavation and formwork for concrete footings	LS	1	\$	\$
21	Supply and Install Reinforcement (rebar) for concrete footings	LF	320	\$	\$
22	Supply and Install Reinforcement (rebar) for 40'x40' concrete pad	LF	2135	\$	\$
23	Supply Pour and Finish Footings	CY	14	\$	\$ _____
24	Supply Pour and Finish 40'x40' concrete pad	CY	20	\$	\$ _____
25	Supply Pour and Finish 18'x30' concrete pad	CY	7	\$	\$ _____
26	Supply 40'x40' metal building	LS	1	\$	\$ 45,299.00
27	Erect 40'x40' metal building	LS	1	\$	\$ 34,146.00
28	Supply and install insulation package for building	LS	1	\$	\$ 19,000.00
29	Supply & Install Man Door	EA	2	\$	\$ _____ *
30	Supply and Install Roll Up Door	EA	1	\$	\$ 2,874.00
31	Supply and Install Window	EA	3	\$	\$ _____ *
32	Concrete Barrier Blocks (24x24x6) STEM WALL 2x25'	EA	4	\$	\$ 2,500.00

Phase 1 Total:

BID ITEM LIST

BIG PINE ANIMAL SHELTER PROJECT BIDDER'S

COMPANY NAME:

ABBREVIATIONS

LS = LUMP SUM

LF = LINEAR FEET

SF = SQUARE FEET

EA = EACH

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
1	Mobilization / Demobilization	LS	1	\$	\$
2	Pad Certification	LS	1	\$	\$ 1,000.00
3	Utility Trenching	LF	215	\$	\$ 10,000.00
4	Connect Water Line to main supply line	LS	1	\$	\$ 1,500.00
5	Supply and Install 1" potable water line from supply to shut off valve	LF	80	\$	\$ 4,500.00
6	Supply and Install Potable water shut off valve and traffic box	LS	1	\$	\$ 2,000.00
7	Connect sewage line to existing septic	LS	1	\$	\$
8	Provide and Install 6" sewage line and applicable fittings	LF	95	\$	\$ 6,500.00
9	Provide and install 4" sewage line and applicable fittings	LF	140	\$	\$ 8,500.00
10	Provide and Install Floor Drains	EA	10	\$	\$
11	Provide and Install rough-in toilet drainage and fittings	LS	1	\$	\$
12	Provide and Install rough-in shower drainage and fittings	LS	1	\$	\$
13	Provide and Install rough-in bathtub drainage and fittings	LS	1	\$	\$
14	Provide and Install sewage venting assembly	EA	3	\$	\$
15	Provide and Install sewage Cleanout	EA	1	\$	\$
16	Provide and Install 200A Electric Panel	LS	1	\$	\$ 4,818.00

16,776.00

INYO COUNTY PUBLIC WORKS DEPARTMENT

BIG PINE ANIMAL SHELTER PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, Rudolph Construction, Inc.

_____ as Principal, and
(Name of Bidder)

SureTec Insurance Company

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent of Amount Bid Dollars (\$ 10% of Bid) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **BIG PINE ANIMAL SHELTER PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this 11th day of September, 20 23 A.D.

Rudolph Construction, Inc

Principal

(SEAL)

By: Gary Kausen

(Title of Authorized Person)

550 Central Ave, Bishop CA 93514
(Address for Notices to be sent)

SureTec Insurance Company

Surety

(SEAL)

By: Tara Bacon

(Title of Authorized Person)

Tara Bacon, Attorney-in-Fact

3131 Camino Del Rio North, Suite 1450, San Diego, CA 92108

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
168 North Edwards Street, P.O. Box Q
Independence, California 93526**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On September 11, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Lawrence F. McMahon, Janice Martin, Sarah Myers, Dale G. Harshaw, John R. Qualin,
Geoffrey Shelton, Tara Bacon, Minna Huovila, Maria Hallmark, Natassia Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



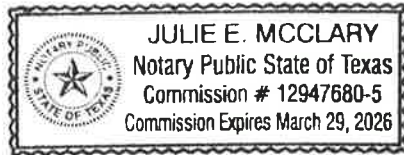
Markel Insurance Company

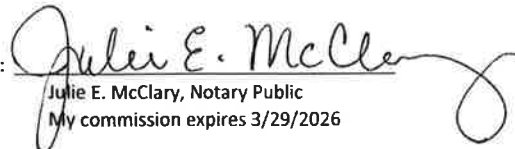
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 26th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of September, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Matquis, Assistant Secretary

BIG PINE ANIMAL SHELTER PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
02200	Site work + utilities	30%	A-C8 988981 10-31-23	Clair Concrete 438 Arboles, Bishop 760-872-1439
07200	Insulation	7%	C9-C33-B 705730 4-30-25	Thompson Drywall & Paint 273 Glenbrook way, Bishop 760-872-61423
15400	Plumbing	6%	C36 798921 8-31-25	Moans Plumbing 192 E Line, Bishop 760-873-3774

Gary Kaiser
Signature of Authorized Person)

9-27-23
(Title)

GARY KAISER
(Printed Name)

9-27-23
(Date)

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)

BIG PINE ANIMAL SHELTER PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

GARY KAISER - President

(Name and Title of Signer)

Gary Kaiser
Signature

9-25-23
Date

Company Name

Rudolph Construction, Inc.

Business Address

550 Central Ave
Bishop CA 93514

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

BIG PINE ANIMAL SHELTER PROJECT

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

GARY KAISER - President
(Name and Title of Signer)

Gary Kaiser
Signature

9-25-23
Date

Company Name Rudolph Construction, Inc
Business Address 550 Central Ave, Bishop CA. 93514

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

**CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)**

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Gary Kaiser
Signed Name

9-25-23
Date

GARY KAISER
Printed Name

1000007204
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

BIG PINE ANIMAL SHELTER PROJECT

The undersigned declares:

I am the President of Rudolph Construction, Inc the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

9-25-23, at Bishop, CA
(Date) (City) (State)

Gary Kaiser - President
(Name and Title of Signer)

Gary Kaiser 9-25-23
Signature Date

Company Name Rudolph Construction, Inc
Business Address 550 Central Ave
Bishop, CA. 93514

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BIG PINE ANIMAL SHELTER PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence CA

PROJECT DESCRIPTION: BIG PINE ANIMAL SHELTER PROJECT

TOTAL CONTRACT AMOUNT: \$ 270,879.00

BID OPENING DATE: September 20, 2023

BIDDER'S COMPANY NAME: Rudolph Construction

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
18	base material for work	2002539 11/23	Chris Concrete	47,500.00
20	footings			
21	re-bar footing			
22	re-bar P.O.D			
24	Building concrete			
32	Stem wall			
3	Trenching			10,000.00
4	Water line			1,500.00
5	1" waterline			4,500.00
6	Shut off valve			2,000.00
8	Sewerage 6"			6,500.00
9	Sewerage 4"			8,500.00

For Inyo County to Complete:

Project Number: ZP-20-004

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ 80,500.00

30 %

Gary Kaiser
Signature of Bidder

760-873-9800
Date (Area Code) Tel. No.

GARY KAISER
Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

FINAL REPORT -- UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: Big Pine Animal Shelter Project		BUSINESS ADDRESS		CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT					
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
(i) Original Commitment			TOTAL	\$	\$		
			\$	_____			
CONTRACTOR REPRESENTATIVES SIGNATURE		2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		BUSINESS PHONE NUMBER		DATE	
RESIDENT ENGINEER'S SIGNATURE		4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion



COUNTY OF INYO BID TABULATION

Project Title: Big Pine Animal Shelter Project

Bid Opening Date and Time: September 27, 2023 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA	TOTAL BID
1	Speiss Construction Co., Inc.	✓	✓	\$282,870.00
2	Rudolph Construction, Inc.	✓	✓	\$270,879.00
3				
4				
5				

Opened By: _____
Hayley Carter

Present: _____
Nolan Ferguson

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: _____ **PROJECT**

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

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

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

- ___ The Bid Proposal Form
- ___ The Bid Bond
- ___ The Faithful Performance Bond

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

All Contract Documents are attached hereto.

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

If to County: County of Inyo
Public Works Department
Attn: _____

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

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

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

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

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

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

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

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

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

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

superseded in total by this Contract.

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

INSURANCE PROVISIONS



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4201

Resolution Approving the Eastern Sierra Comprehensive Economic Development Strategy (CEDS) and Authorizing ESCOG to Submit to the U.S. Economic Development Administration (EDA)

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve Resolution No. 2023-35, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo, and Mono Counties as Prepared and Authorizing the Eastern Sierra Council of Governments to Submit to the U.S. Economic Development Administration," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Golden State Finance Authority (GSFA) contracted with TPMA, Inc to lead Inyo, Mono, and Alpine Counties through the creation of a Comprehensive Economic Development Strategy (CEDS). An EDA-approved CEDS is necessary for the region to access some types of economic development funding from the federal government.

TPMA, in partnership with a steering committee including representatives from across the region, has prepared a final CEDS document based on the results of extensive local input. In April of 2023, stakeholders across the Eastern Sierra region in Alpine, Inyo, and Mono counties were invited to participate in one of six engagement workshops over four days. Five workshops were held in person across the region, while one was held virtually. Following the interactive workshop sessions, an online survey was distributed to seek additional feedback from the greater community. The survey yielded 670 responses (22 in Alpine County, 359 in Inyo County, and 289 in Mono County), and the results are incorporated into the document. In July, each local elected body received a copy of the draft CEDS and elected official and public feedback was solicited, followed by an open, 30-day comment period on the draft document. The final CEDS incorporates feedback from each of these public feedback opportunities.

The final step of the CEDS process requires that each elected body adopt a resolution authorizing ESCOG to submit the final CEDS to the EDA on behalf of the region.

FISCAL IMPACT:

Funding Source	No fiscal impact	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the resolution allowing ESCOG to submit the CEDS document. This is not recommended, as this document is an important first step in guiding the region's economic development for the next several years, and in securing funding for economic development efforts from the U.S. EDA.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo, Mono, and Alpine Counties, City of Bishop, Town of Mammoth Lakes, and ESCOG

ATTACHMENTS:

1. CEDS Final Submission Resolution
2. EASTERN SIERRA REGION CEDS_FINAL

APPROVALS:

- 9/25/2023
- 9/26/2023
- 10/11/2023
- 10/12/2023

RESOLUTION NO.

**RESOLUTION OF THE BOARD OF SUPERVIORS, COUNTY OF INYO,
STATE OF CALIFORNIA, APPROVING THE EASTERN SIERRA
COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR ALPINE,
INYO AND MONO COUNTIES AS PREPARED AND AUTHORIZING THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS TO SUBMIT TO THE U.S.
ECONOMIC DEVELOPMENT ADMINISTRATION**

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) to be approved by the Alpine County Board of Supervisors, the Inyo County Board of Supervisors, the Mono County Board of Supervisors and the EDA prior to consideration of certain federal funding; and

WHEREAS, A CEDS is a document developed by jurisdictions for the United States Economic Development Administration (EDA) to apply for vital funding for community economic development initiatives; and

WHEREAS, The Counties of Alpine, Inyo and Mono conducted its CEDS process following federal Code of Federal Regulations (CFR), 13 CFR §303.6; and

WHEREAS, The CEDS takes into account and, where appropriate, incorporates or leverages other regional planning efforts, including the use of available federal funds, private sector resources, and state support which can advance a region's CEDS goals and objectives; and

WHEREAS, The CEDS process analyzes existing regional conditions, opportunities, and global economic conditions, leading to a region-specific strategy-driven plan for economic prosperity; and

WHEREAS, The CEDS must be updated every five years to stay relevant with changing economic conditions and to qualify for U.S. Economic Development Administration (EDA) funding assistance under its Public Works and Economic Adjustment Assistance programs; and

WHEREAS, In addition to summarizing the status of the local economy and areas of opportunities, the focal point of the CEDS is identification of projects that may be eligible for federal grant funding; and

WHEREAS, Adoption of the CEDS is a federal requirement which the Alpine County, Inyo County and Mono County, and qualified organizations within the region, must meet to apply to EDA for Public Works or Economic Adjustment Assistance Program grants; and

WHEREAS, the Eastern Sierra Council of Governments serves as a regional joint powers authority representing Inyo County, Mono County, the Town of Mammoth Lakes, and the City of Bishop, and is the appropriate regional organization to serve as the lead agency to submit the CEDS to the EDA; and

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that

1. After reviewing the CEDS document attached hereto as Exhibit A, hereby approves the report and authorizes the Eastern Sierra Council of Governments to submit the CEDS to the Economic Development Administration.
2. Adoption of this Resolution is not a Project as that term is defined by the California Environmental Quality Act.

Passed and adopted this ___ day of _____

Chairperson, County of Inyo

ATTEST:

Clerk

COMPREHENSIVE ECONOMIC
DEVELOPMENT STRATEGY (CEDs)

Eastern Sierra Region

2024-2029



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This Comprehensive Economic Development Strategy is made possible in part from a grant from US Department of Commerce Economic Development Administration (EDA).

Golden State Finance Authority is honored to have served as the contract manager and grant administrator for this project on behalf of its member counties.

Executive Summary

The following Comprehensive Economic Development Strategy (CEDS) represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra Region of California and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

The plan will be adopted by the Eastern Sierra Council of Governments (ESCOG), which includes Inyo and Mono Counties as members. Alpine County will adopt the plan through a resolution and work closely with ESCOG and its member agencies throughout implementation.

About The Eastern Sierra Council of Governments

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state, and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management, and climate resiliency for a more prosperous, sustainable, and resilient region.

The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies¹.

The ESCOG will serve as the lead entity in the region to submit the plan to the US Department of Commerce Economic Development Administration (EDA), track plan progress and submit annual progress reports as required by the EDA.

¹ Organization description provided by [ESCOG](#)

SWOT Analysis

Strengths

- Connection to Community
- Tourism & Recreation Industry
- Community Resilience
- Natural Assets

Weaknesses

- Housing
- Public & Utility Land Ownership
- Talent Attraction & Retention
- Remoteness

Opportunities

- Housing & Infrastructure
- Education & Entrepreneurship
- Industry Diversification
- Transportation

Threats

- Climate Change & Natural Disaster
- Infrastructure
- Government Relations
- Cost of Living

VISION STATEMENT

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Strategic Action Plan

The strategic action plan builds on this vision by building goals and objectives around the following focus areas:

ACCESS & CONNECTIVITY

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature.

COMMUNITY & CULTURE

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies.

ECONOMIC EXPANSION & DIVERSIFICATION

With the undisputed asset of a healthy tourism and outdoor recreation industry, regional leaders want to leverage the industry's benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased community resiliency.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

The region has a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” calling for efforts related to environmental resilience and sustainability.

GOVERNMENT AFFAIRS & ADVOCACY

Regional collaboration and advocacy with state and federal entities is an important strategic implementation item and essential to pursue promising state and federal funding opportunities.

HOUSING AVAILABILITY & LAND USE

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development.

ACCESS & CONNECTIVITY

GOAL: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

COMMUNITY & CULTURE

GOAL: Maintain and capitalize on strong community culture.

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

ECONOMIC EXPANSION & DIVERSIFICATION

GOAL: Grow and diversify the regional economy through support of existing and new businesses.

- Build relationships with existing businesses and respond to their needs.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs.
- Thoroughly study and review the status of the labor market and gaps in workforce services provision, for both employers and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

GOAL: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.

- Reduce the challenges experienced by residents and visitors during climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities.

GOVERNMENT AFFAIRS & ADVOCACY

GOAL: Promote stronger government affairs & advocacy efforts.

- Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.

HOUSING AVAILABILITY & LAND USE

GOAL: Increase stock and availability of housing units with a focus on affordability for regional workforce.

- Increase amount of available land for private development.
- Work to improve and expand housing stock on available land.
- Expand additional housing options within affordable range for regional workforce.

The strategic action plan includes an evaluation framework to support implementation. It provides action steps, timelines for implementation, suggested metrics, and possible funding sources. The ESCOG will review progress on an annual basis and use the evaluation framework to assist with submission of the CEDS Annual Performance Report required of the EDA. Strategies and implementation plans may be updated as new information is gathered or new priorities are identified.

Recent updates to the EDA's guidelines for the CEDS process include that the concept of economic resilience must be incorporated into the process and the final plan. In the Eastern Sierra CEDS, economic resilience emerged as a theme that touched several main themes and priority areas and is incorporated in several key areas throughout the plan.

Introduction

This CEDS represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra region of California, and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

The plan will be adopted by the Eastern Sierra Council of Governments (ESCOG), which includes Inyo and Mono Counties as members. Alpine County will adopt the plan through a resolution and work closely with ESCOG and its member agencies throughout implementation.

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2

Organization description provided by [ESCOG](#)

What is a CEDS?

A Comprehensive Economic Development Strategy (CEDS) is a unified, regionally focused action plan that provides a framework for an area's economic growth and community development. The CEDS serves as an economic blueprint for the region and establishes a collaborative process that will help create jobs, foster more stable and diversified economies, and improve living conditions. It is a continuous planning process that addresses the economic challenges and opportunities of an area, providing objectives to strengthen economies through regional strategies which focus on economic and workforce development, quality of life, transportation, and other vital infrastructure. This five-year CEDS will guide the direction of the Eastern Sierra region from 2024-2029, encouraging new, collaborative efforts at the regional and local levels.

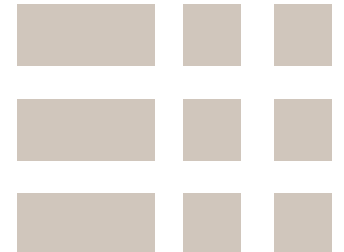
The Eastern Sierra CEDS addresses the four required elements of a CEDS, including:

- **Summary Background** of the region's economic conditions and demographics.
- **SWOT Analysis** to identify the region's strengths, weaknesses, opportunities, and threats.
- **Strategic Direction/Action Plan** to incorporate tactics identified through the planning process, other plans, and stakeholder feedback to develop the priority strategies for the region.
- **Evaluation Framework** to identify and monitor performance measures associated with the plan.

For more information about the EDA and investment priorities related to CEDS, please visit <https://www.eda.gov/funding/investment-priorities>.

Eastern Sierra Comprehensive Economic Development Strategy

The CEDS builds on the region's strengths, prioritizes key regional priorities, and emphasizes intentional collaboration to encourage coordinated growth and prosperity, as informed by data analysis and stakeholder engagement. The 2024-2029 Eastern Sierra Regional CEDS was designed for regional, city, and county economic development practitioners, business leaders, elected officials, and stakeholders implementing programs that support the growth of businesses and enhance opportunities for individuals to access economic mobility in the region. The key component of this CEDS is to maintain and bolster the regional economy and job growth by continued linkage of the region's workforce skills and strengths, recreational assets and amenities, and to meet the needs of high-growth and emerging industries by maximizing assets in each of the three counties.



Summary Background and Regional Overview

Cultural Assets

General Community Culture

The Eastern Sierra region in California includes Alpine, Inyo, and Mono Counties. The region boasts a rich history of mining, ranching, and agriculture, which has influenced the region's cultural heritage, and it is also known for its stunning natural beauty and abundance of outdoor recreational experiences. The region is home to the Sierra Nevada Mountain Range, including Mount Whitney, the highest peak in the contiguous United States, as well as a few national forests, wilderness areas, and state and national parks. Residents and visitors can experience desert and mountain landscapes with access to lake settings as well. The Eastern Sierra region is largely rural, with many small towns and communities scattered throughout the region. These rural areas offer a unique blend of traditional and modern lifestyles, with a focus on outdoor recreation and a connection to the natural environment.

Tribal Communities

The Eastern Sierra Region includes a significant population of indigenous communities. Each tribe has a rich history in the region and provides meaningful economic impact for the counties in which they are located.

Alpine County is densely populated with indigenous people making up about a quarter of the entire county's population³. It houses some land belonging to the Washoe Tribe of California and Nevada, though most of the tribe's land and resources reside in Nevada. The Hung-A-Lel-Ti Community, also known as the Woodfords Community is the Southern band of the Washoe Tribe and is located in the Woodfords/ Markleeville area of Alpine County. Key assets here include the Woodfords Indian Education Center (WIEC) which provides education services to tribal youth and the Hung-A-Lel-Ti Wellness Center and Gym which hosts recreational activities and aspires to offers Washoe language and cultural classes for the community.



³ [Headwaters Economics](#) and [U.S. Census Bureau](#)

Inyo County is home to the Fort Independence Tribe of Paiute Indians, Bishop Paiute Tribe, the Lone Pine Paiute-Shoshone Tribe, the Big Pine Paiute Tribe of the Owens Valley, and Timbisha Shoshone Tribe of Death Valley. Inyo County’s active economic development efforts put forth by tribal communities have led to many unique assets. A large travel plaza within the Fort Independence reservation welcomes visitors to the area’s natural desert beauty. The Bishop Paiute Tribe boasts an exciting casino and commercial park that currently houses a Bureau of Land Management facility, DMV office, the Toiyabe Indian Health Project, and more. Finally, the Owens Valley Paiute-Shoshone Cultural Center is a critical resource for the entire Eastern Sierra region in terms of historic preservation and community programming, as a center dedicated to sharing and preserving the history and cultural heritage of those indigenous to the Owens Valley.

Mono County is home to the Bridgeport Indian Colony, Utu Utu Gwaitu Tribe of the Benton Reservation, Mono Lake Kutzadika’a Tribe, and Antelope Valley Indian Community. These tribes maintain strong connections to their land, traditions, and communities which influence many of their current activities. Benton Station, owned and operated by the Benton Paiute Reservation, has been running for several years and is a beloved stop for travelers visiting Yosemite National Park and surrounding attractions. The Bridgeport Indian Colony has taken a leadership position in Northern Mono County by recently purchasing the Walker Country Store and Bridgeport General Store. Mono Lake Kutzadika’a Indian Community Cultural Preservation Association organizes traditional walks annually coordinating with neighboring tribes to experience the land and ecosystems and pass down valuable historic knowledge.

Tribal Communities in the Eastern Sierra Region	County
Washoe Tribe of California and Nevada	Alpine
Antelope Valley Indian Community	Mono
Bridgeport Indian Colony	Mono
Mono Lake Kutzadika’a Tribe	Mono
Utu Utu Gwaitu Tribe of the Benton Reservation	Mono
Big Pine Paiute Tribe of the Owens Valley	Inyo
Bishop Paiute Tribe	Inyo
Fort Independence Tribe of Paiute Indians	Inyo
Lone Pine Paiute-Shoshone Tribe	Inyo
Timbisha Shoshone Tribe of Death Valley	Inyo

Table 1: Tribal Communities in the Eastern Sierra Region

Regional Tourism Assets

There is significant pride across the region for the unique, accessible natural assets that attract visitors from near and far. Many visitors that come to the region for various recreation and tourism activities are residents of other areas in California. For example in Mono County, Californians comprised nearly half of the County's total visitation in 2018⁴. Other visitors to the region come from all corners of the United States, as well as internationally, due to the draw of well-known assets including, but not limited to, Death Valley National Park and the Pacific Crest Trail. The region's tourism partners showcase a wide range of experiences and activities, including guided tours and maps around themes of leaves changing and arts and culture, hot spots for wildflowers and fishing, theater festivals, and outdoor recreation activities for all four seasons. The region houses several museums that showcase artifacts and tell the stories of the tribes and settlers that have contributed to the rich history in the region.

Outdoor enthusiasts can enjoy a wide range of activities in the Eastern Sierra, including hiking, backpacking, camping, fishing, hunting, rock climbing, mountain biking, and winter sports such as skiing and snowboarding. The region is also a popular destination for water sports, with numerous lakes, rivers, and streams offering opportunities for boating, kayaking, canoeing, and paddleboarding.



Natural Assets

The Eastern Sierra region's natural assets are plentiful⁵. Death Valley National Park is located in the southeastern part of Inyo County and features breathtaking landscapes, including sand dunes, salt flats, and rugged mountains, and offers a wide range of activities for visitors, including but not limited to hiking, camping, wildlife viewing, and stargazing. Mono County boasts the Mammoth Lakes area, with world-class skiing and snowboarding. The John Muir Wilderness in the Inyo National Forest spans 100 miles across the Sierra Nevada mountain range and offers some of the best backpacking opportunities in the region. The Pacific Crest National Scenic Trail, including the John Muir Trail, spans 2,650 miles from Mexico to Canada and passes through Alpine, Inyo, and Mono Counties, a unique experience for backpackers and equestrians.

A non-exhaustive list of notable natural assets includes:

- Alabama Hills Recreation Area
- Ancient Bristlecone Pine Forest
- Ansel Adams Wilderness
- Bodie State Historic Park
- Carson River Hot Springs
- Death Valley National Park
- Devils Postpile National Monument
- Eldorado National Forest
- Headwaters to Lake Tahoe
- Hoover Wilderness
- Humboldt-Toiyabe National Forest
- Inyo National Forest
- Manzanar Historical Site
- Mono Basin National Forest Scenic Area
- Mono Lake Tufa State Natural Reserve
- Mount Whitney in the Sierra Nevada range
- Sierra National Forest (just outside the region)
- Stanislaus National Forest
- Yosemite National Park (just outside the region)

Demographic and Socioeconomic Data

Population Estimates

The data presented in this section has been collected for the purpose of identifying trends and other aspects associated with economic development strategies. In many cases the data comes from public sources such as the U.S. Census Bureau (Census) and the American Community Survey (ACS), for which the 2021 5-Year Estimates are presented. These data sets are widely regarded as the most accurate estimates available. However, these sources do have their limits. In the case of very low-population regions, the ACS estimates have an unusually high reported margin for error. Such is the case with Alpine County, California⁶. Because Alpine County is only one of three counties presented in much of the data sets and estimates below, the effect on the overall accuracy is not necessarily problematic. However, in situations where only Alpine’s estimates are presented, the uncertainty in this data should be considered.

POPULATION TRENDS 2010-2025



Figure 1: Eastern Sierra Region Population Trends, 2010-2025 (proj.). Sources: ACS/ Lightcast Q1.2023.

⁶ For example, the estimated 2021 population for Alpine County is 1,344, but the Margin of Error (MoE) is stated as a plus or minus 228. This means that the ACS estimates with 95% certainty that Alpine County’s population is somewhere between 1,116 and 1,572. These high MoEs suggest a relatively large uncertainty in the accuracy of the data presented.

Age

The population pyramid in Figure 2 contains the population, gender, and age distribution estimates for the three-county region. Of note is the 20+ percent of the population that is older than the “retirement age” of 65. Adding individuals 55-64 years old who are “approaching retirement” brings the number of individuals over 55 years to 36.44% of the population. This is ten percentage points higher than the statewide average. For context, there are fewer individuals between 25 and 54 years of age in the region of Alpine, Inyo, and Mono counties than over 55 years of age.

This aging population may pose a threat to the regional economy in the coming years as another 16.3% of the population will reach age 65 in the next ten years. This likely means that more people will exit the workforce than will enter it if current trends remain consistent. An aging population can also place a greater strain on regional resources, infrastructure, and services.

EASTERN SIERRA REGION POPULATION PYRAMID

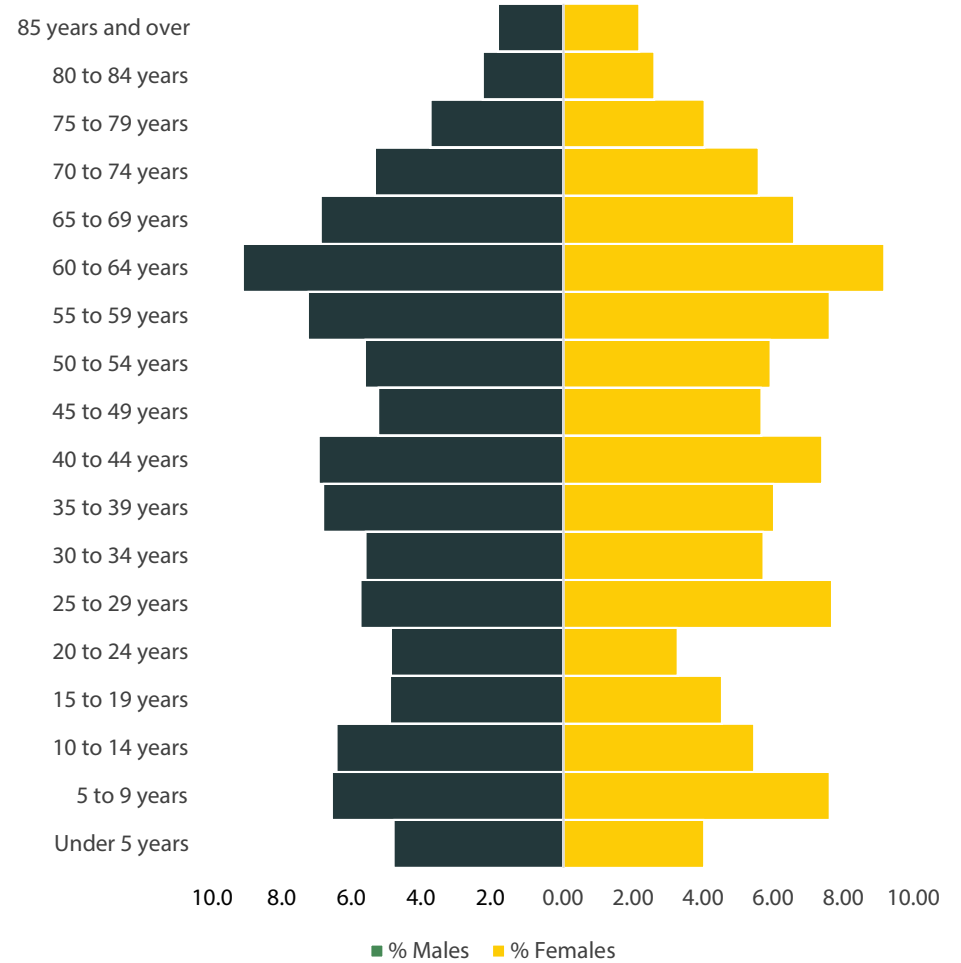


Figure 2: Eastern Sierra Population Pyramid, Source: 2021 ACS 5-Year estimates

Race and Ethnicity

Overall, the racial breakdown of the three-county region is just over three-quarters White, over eight percent American Indian and Alaskan Native, and another 8.5 percent two-or-more races. Mono County has the largest percentage of White and Asian-American residents.

According to ACS estimates, the three-county Eastern Sierra region is roughly one-quarter Hispanic or Latino. Inyo and Mono Counties largely represent a similar ethnic distribution. However, estimates for Alpine County indicate that the population is just under 15% Hispanic or Latino.

POPULATION BY ETHNICITY

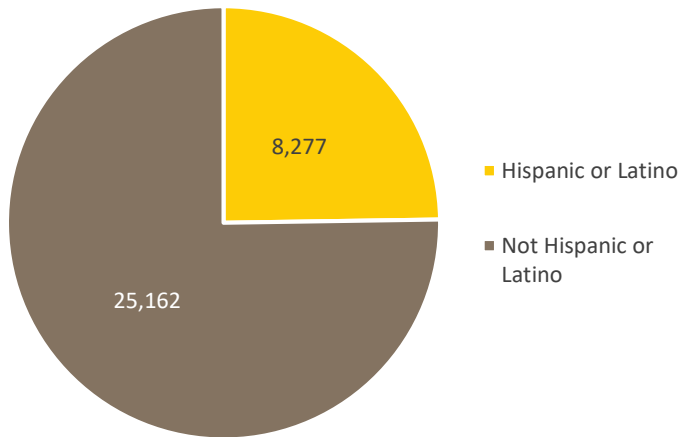
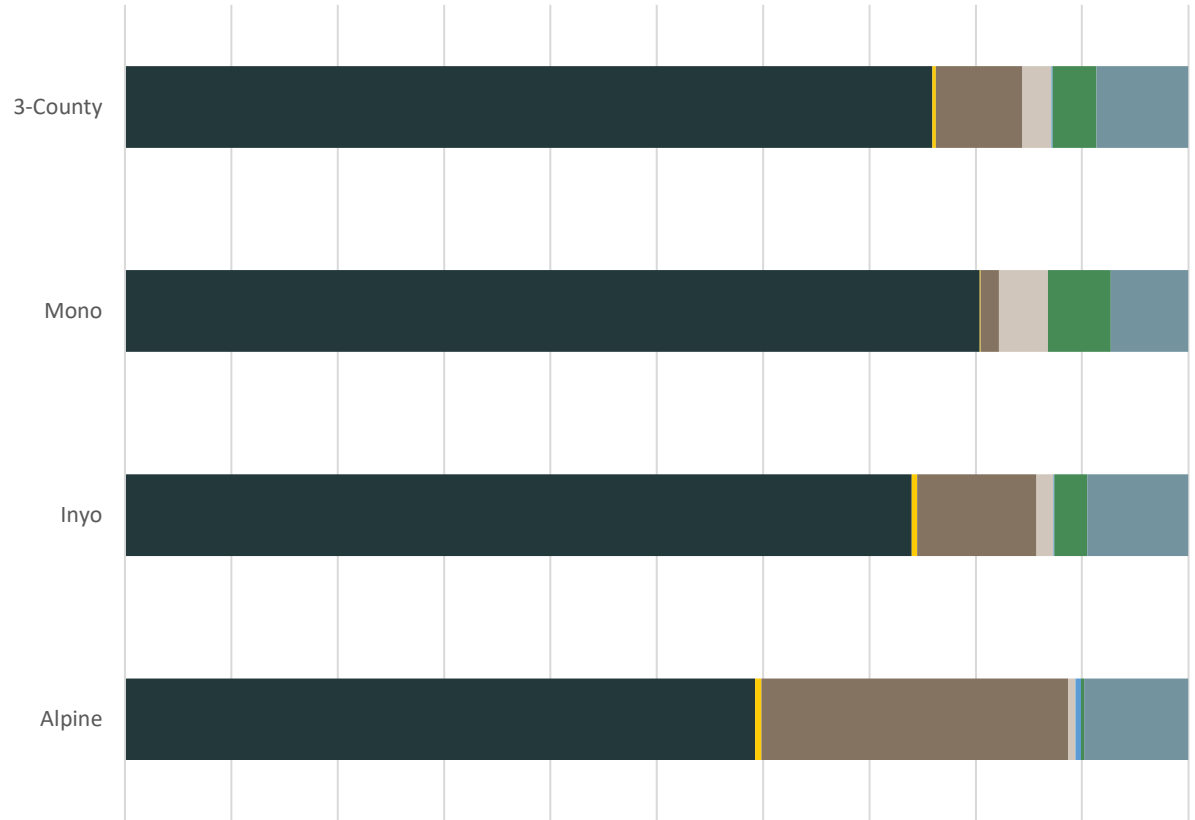


Figure 3: Eastern Sierra Population by Ethnicity, Source: ACS: 2021 5-Year Estimates

POPULATION BY RACE



	Alpine	Inyo	Mono	3-County
White	59.20%	74.00%	80.30%	75.92%
Black or African American	0.60%	0.50%	0.10%	0.34%
American Indian and Alaska Native	28.80%	11.20%	1.70%	8.12%
Asian	0.70%	1.60%	4.60%	2.75%
Native Hawaiian and Pacific Islander	0.50%	0.10%	0.00%	0.09%
Some other race	0.30%	3.10%	5.90%	4.12%
Two or more races	9.80%	9.50%	7.30%	8.65%

Figure 4: Eastern Sierra Population by Race. Source: ACS 2021 5-Year Estimates.

Poverty

According to 2021 statistics, poverty is most prevalent among children throughout the region. While overall poverty is estimated in the three-county region at just over 10.5%, Alpine County is estimated to have the highest rate of poverty at 12%. For residents in the region ages 25 and over, poverty is most prevalent among those who are not high school graduates at 22%. Although White residents make up a vast majority of the counties, the poverty rate for these individuals is below 9%, where poverty rates in the Native American and African American communities is 15.41% and 14.29% respectively.

POVERTY STATUS BY AGE BRACKET

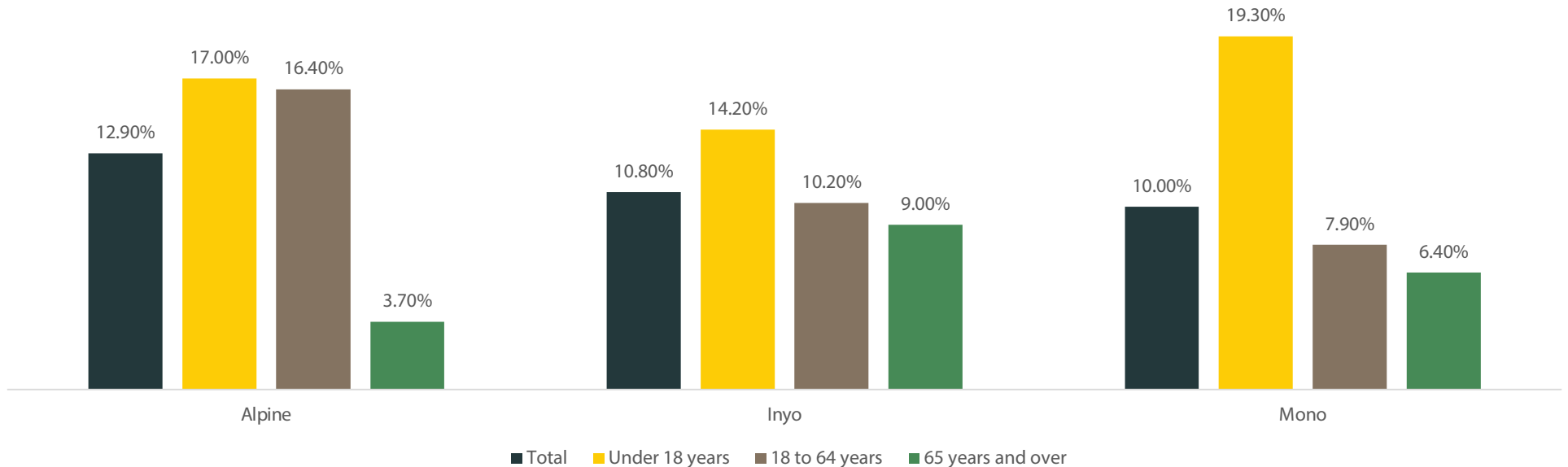


Figure 5: Poverty Status by Age Bracket. Source: ACS 2021 5-Year Estimates.

Housing Statistics

Median Household Income

According to ACS estimates, Alpine County has the highest median household income (MHHI) in the region at \$96,000. This would be higher than the statewide median of \$84,907. However, as is often the case in many popular tourism areas, these figures may be inflated by incomes associated with vacation or other second-homes. It is likely that the median income for full-time residents is significantly lower.

The MHHI for renter-occupied households in all three counties is roughly the same at around \$54,000. For Inyo County, there is an unusually small gap between the MHHI of owner-occupied and renter-occupied households. Alpine County shows the largest gap between these two groups of residents.

MEDIAN HOUSEHOLD INCOME BY TENURE

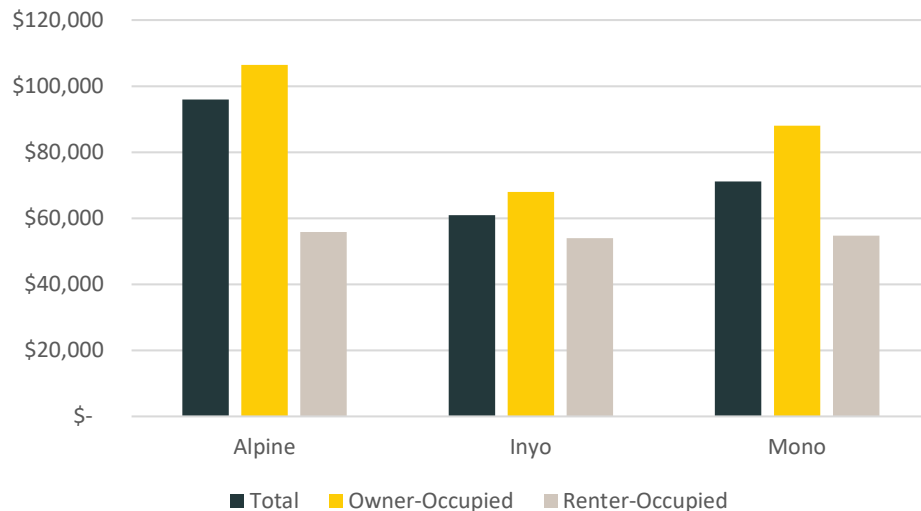


Figure 6: Median Household Income by Tenure. Source: ACS 2021 5-Year Estimates.

Seasonal Homes & Vacancy

Given the region’s natural beauty and recreational appeal, a significant amount of the housing stock is owned by non-permanent residents. Owners of these homes likely use their properties as vacation homes for short-term stays, and they hold permanent residence elsewhere. Since these seasonal homes are unoccupied for much of the year, they are considered to be “vacant” by the American Community Survey. As such, the data associated with the homes (and their owners) is excluded from the analysis of the non-vacant housing stock provided throughout the remainder of this report.

SEASONAL HOMES & VACANCY

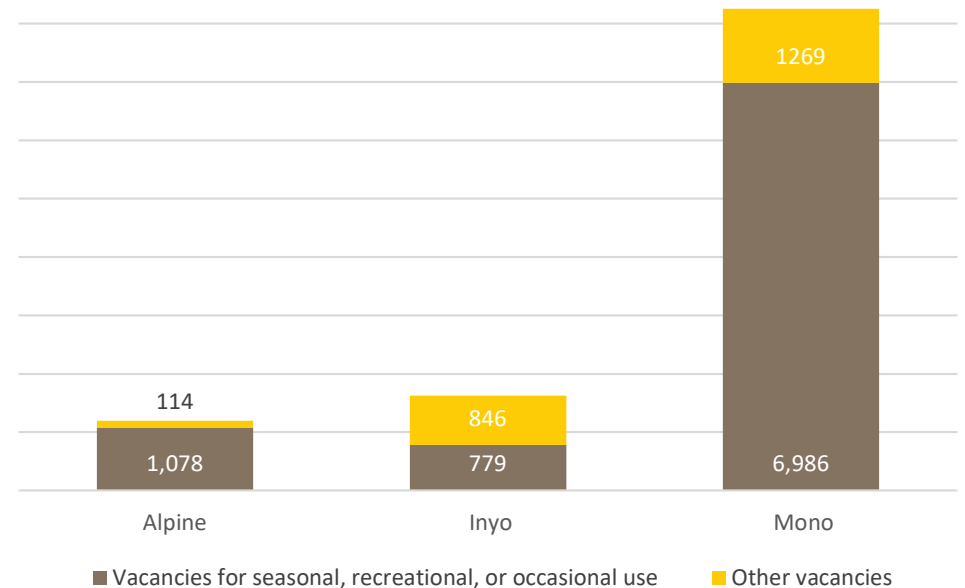


Figure 7: Seasonal Homes & Vacancy. Source: ACS 2021 5-Year Estimates

Housing Costs 2017-2021

From 2017-2021, housing costs across the three counties appear to have been affected differently by the COVID-19 pandemic. These costs rose dramatically in many regions across the country due to the pandemic, and Mono County appears to have shown a similar trajectory with a 31.32% increase in housing costs from 2017 to 2021. Housing costs in Alpine County rose by about 12.4% over the same period. Estimates in Alpine County show a significant adjustment during the years of 2020 and 2021. Housing costs had been dropping in the years leading up to the COVID-19 outbreak but jumped significantly after 2020.

MEDIAN HOUSING COSTS 2017-2021

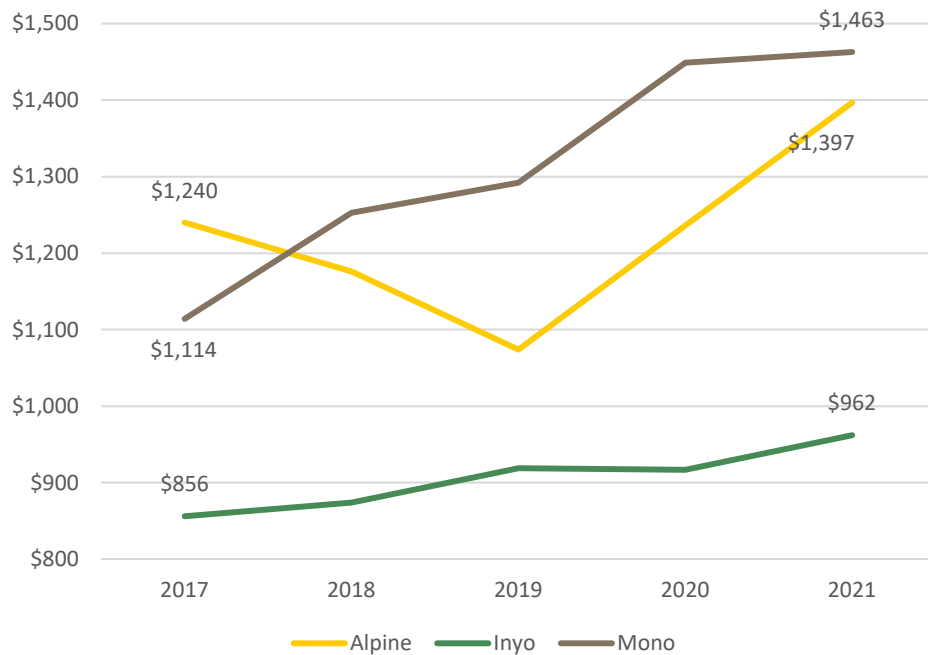


Figure 8: Median Housing Costs 2017-2021. Source: ACS 2021 5-Year Estimates.



Housing Cost Burden

The U.S. Department of Housing and Urban Development (HUD) designates a household as “cost burdened” if more than 30% of the household’s income is spent on housing costs, which include mortgage/rent and utilities. Where housing costs top this 30% threshold, it is determined that the household is having to limit expenses on other essential needs such as food, clothing, etc.

According to ACS estimates, Alpine County has the lowest incidence of housing cost burden, with a highly unusual 10% of renter-occupied households receiving this designation. The causes for this anomaly are yet to be fully determined but is in part the result of higher-than-average income estimates and relatively low median rental costs.

In general, the percentage of cost-burdened households in the three-county region is somewhat low relative to many communities around the country. However, it should be noted that the available ACS data are 5-year estimates, with the most recent data coming from 2021. In the last two years, the housing market has experienced significant shifts which could result in greater cost burden; if regional household incomes have fallen or stagnated while housing costs have risen, the financial strain placed on owners and renters alike could be increasing. While the figures below indicate that between a fifth and a third of residents in the region are spending more than 30% of their income on housing costs, the true incidence of housing cost burden could be higher.

Housing Development and Trends

Housing development, like many types of development across the region, is limited by the lack of privately owned land. New housing development is likely to be infill or redevelopment, as communities have little room to expand. Additionally, some stakeholders noted that second homeowners and short-term rentals further constrict the housing market, driving up prices and limiting housing stock.

PERCENT OF HOUSEHOLDS COST BURDENED BY TENURE

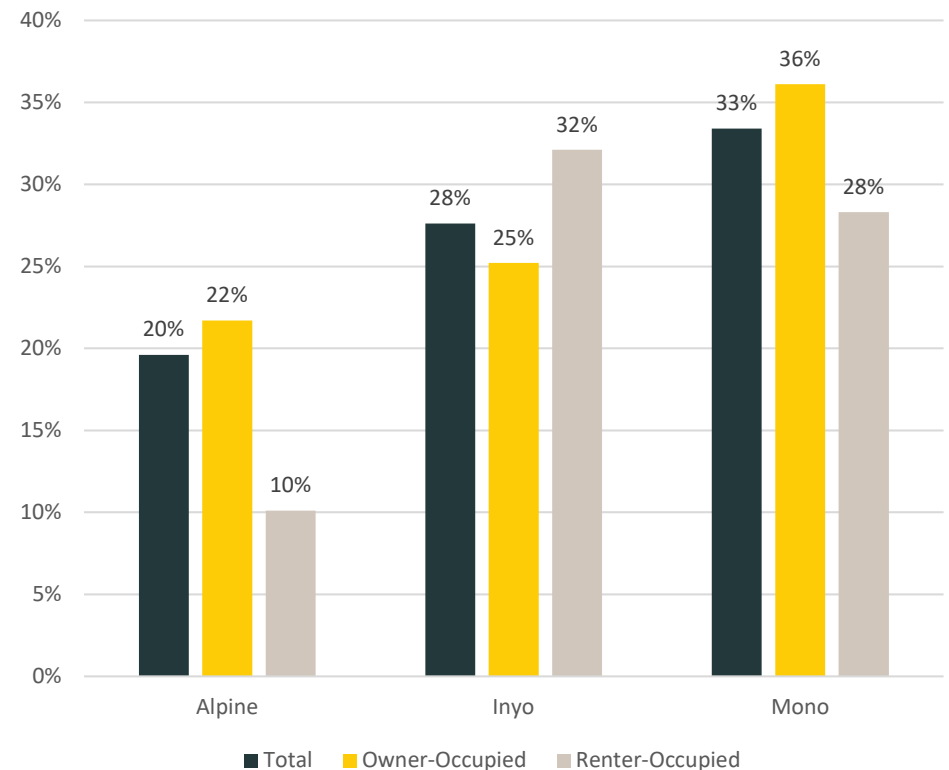


Figure 9: Percent of Households Cost Burdened by Tenure. Source: ACS 2021 5-Year Estimates.

Cost of Living

Table 2 contains cost of living estimates in Alpine, Inyo, and Mono counties as determined by the MIT Cost of Living Calculator⁷. These figures compare what is considered a “living wage” and “poverty wage” to the state’s minimum wage. In almost all cases, the minimum wage does surpass the poverty wage throughout the region, although in some cases it does not. According to these estimates, the minimum wage is not considered a living wage for any type of household. While this is not necessarily uncommon, it is not currently possible in any scenario to live comfortably on a minimum wage in the region.

	1 ADULT (1 WORKING)				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Alpine												
Living Wage	\$16.39	\$35.08	\$45.57	\$61.40	\$26.80	\$33.63	\$38.58	\$43.82	\$13.40	\$19.69	\$25.07	\$30.65
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Mono												
Living Wage	\$18.48	\$39.33	\$52.97	\$72.23	\$28.40	\$35.43	\$40.38	\$46.06	\$14.20	\$21.80	\$28.46	\$35.91
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Inyo												
Living Wage	\$16.60	\$35.57	\$46.61	\$63.00	\$27.17	\$33.65	\$38.61	\$43.86	\$13.59	\$19.93	\$25.55	\$31.40
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50

Table 2: Eastern Sierra Cost of Living. Source: MIT Cost of Living Calculator.

⁷ [MIT Living Wage Calculator](#)

Community Health

Table 3 displays the 2023 County Health Rankings for the State of California⁸. Prepared by the University of Wisconsin Population Health Institute, the County Health Rankings and Roadmaps program develops health metrics for nearly every county in the country. These rankings represent data from dozens of measures from health outcomes and behaviors. In Table 2, the county ranks (from 1 to 58, encompassing all California counties) are provided for each of the Eastern Sierra counties based on its score for each ranked measure.

County	Length of Life	Quality of Life	Health Behaviors	Clinical Care	Social & Economic Factors	Physical Environment
Alpine County	29 th	21 st	29 th	49 th	53 rd	1 st
Inyo County	45 th	45 th	28 th	36 th	21 st	2 nd
Mono County	1 st	34 th	25 th	31 st	12 th	6 th

Table 3: Community Health Rankings for Eastern Sierra Counties. Source: University of Wisconsin Population Health Institute.

Labor Force Analysis

Labor Force Participation

Although the three-county Eastern Sierra region exhibits a 64.6% Labor Force Participation Rate (LFPR), the regional numbers are significantly impacted by the higher LFPR in Mono County (82.4%). The lower rates in Alpine and Inyo Counties likely reflect national trends that show lower labor force participation in areas with indigenous communities, especially those living on reservation lands⁹. For comparison, statewide LFPR in 2023 has hovered around 62.1%, and US LFPR has hovered around 62.6% for the same time period.

County	Civilian, Non-Institutionalized Population (16+ years)	Labor Force	Labor Force Participation Rate (LFPR)
Alpine	1,137	578	50.8%
Inyo	15,472	8,236	53.2%
Mono	10,773	8,879	82.4%
3-County Region	27,382	17,693	64.6%

Table 4: Labor Force Participation Rates. Source: Lightcast, 2023.Q1.

9 [A 2019 report from the U.S. Bureau of Statistics \(BLS\)](#) detailed these trends, showing that “American Indians and Alaska Natives (AIAN) had... a higher unemployment rate, and a lower labor force participation rate than the overall U.S. population. In addition, the unemployment rate was higher for AIANs who lived in an AIAN area—that is, a federal or state American Indian reservation or off-reservation trust land, tribal statistical area, or Alaska Native village statistical area—than AIANs who lived elsewhere.”

Unemployment

As Figure 9 demonstrates, unemployment rates across the three counties remained relatively close to one another up to 2019, with Alpine County showing slightly higher unemployment. Inyo County’s labor force participation was affected the least by the COVID-19 pandemic.

UNEMPLOYMENT RATES 2016-2021

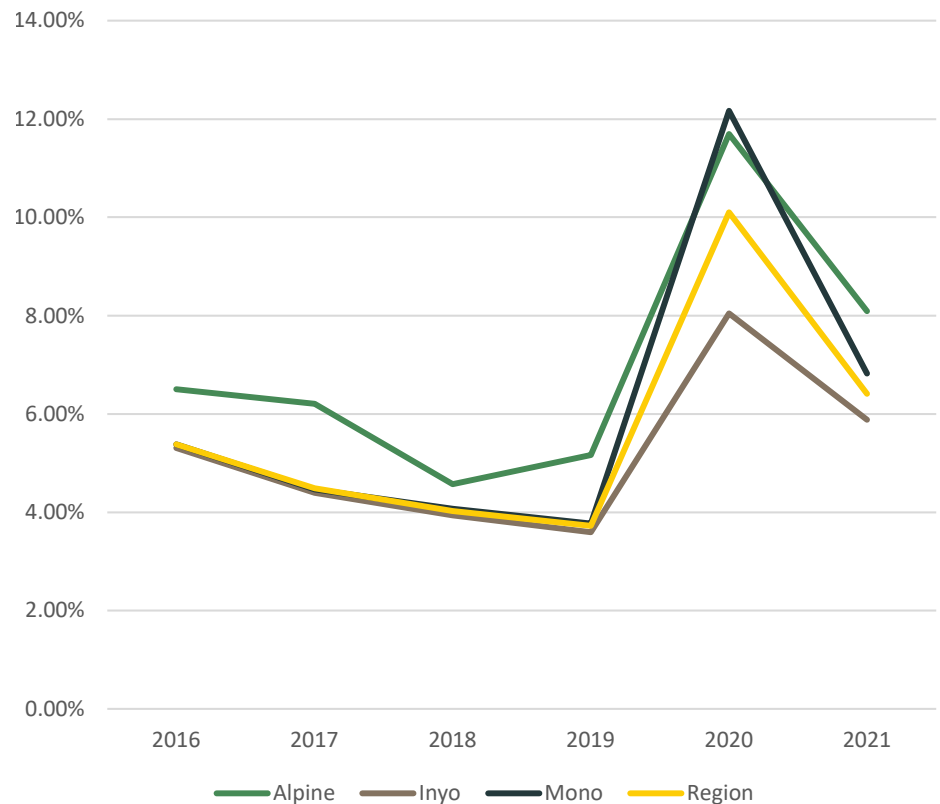


Figure 10: Unemployment Rates 2016-2021. Source: ACS 2021 5-Year Estimates.

Job Opportunities in the Region

Healthcare jobs lead the region in terms of monthly job postings, with administrative, sales, maintenance, management, and food service roles following and closely grouped together. Job postings represent opportunities in a range of industries and occupations, indicating that the region can support residents with diverse and varied skillsets. Of the top occupations in terms of job postings, high levels of educational attainment may not be required, but technical training or some post-secondary education is likely needed to meet job requirements.

Occupation	Unique Average Monthly Postings (Apr 2022 - Mar 2023)
Healthcare Practitioners and Technical	50
Office and Administrative Support	30
Sales and Related	29
Installation, Maintenance, and Repair	29
Management	27
Food Preparation and Serving Related	26

Table 5: Average Monthly Job Postings for Eastern Sierra Region. Source: Lightcast Q1.2023.



Educational Attainment Levels

Among Eastern Sierra counties, Mono ranks last in educational attainment levels at the low end, with over 6% of the population never entering high school and another 7% not finishing high school. All three counties rank evenly with nearly a quarter of the population having attended some college but without earning a degree. Alpine County ranks highest among the three with bachelors and graduate degrees.

The region does have some opportunities for its residents to pursue higher education locally through institutions like Cerro Coso Community College in the Kern Community College District. They have campuses in Bishop and Mammoth Lakes in addition to online-only offerings. However, the community college, along with new and existing skills training providers, could be leveraged better to play a more prominent role in the region's economic and workforce development.

County	Less than 9 th Grade	Some HS, No Diploma	HS Diploma	Some College, No Degree	Associate's Degree	Bachelor's Degree	Graduate Degree and Higher
Alpine	3.1%	2.1%	21.0%	24.6%	4.2%	23.3%	21.6%
Inyo	3.1%	4.7%	30.9%	24.5%	9.1%	16.3%	11.4%
Mono	6.3%	7.3%	22.2%	24.7%	10.9%	18.1%	10.4%
Eastern Sierra Region	4.3%	5.6%	27.1%	24.6%	9.6%	17.3%	11.4%
California	8.9%	7.1%	20.7%	20.2%	8.0%	21.7%	13.4%
United States	4.7%	6.2%	26.3%	19.8%	8.8%	20.8%	13.3%

Table 6: Educational Attainment. Source: Lightcast Q1.2023.

Infrastructure Assets

Physical infrastructure is an important component to any community, but even more so in the Eastern Sierra region where connectivity is vital to supporting the tourism industry that contributes largely to the region's economy. Safe roads, public transportation networks, air service and more are essential in providing visitors with a seamless and enjoyable experience, encouraging repeat visits, and attracting more tourists to explore the area's abundant natural assets, like those listed earlier.

Highways and Interstates

Major thoroughfares connect the region to surrounding geographies. In Inyo County, US-395 runs North-South, CA-190 runs East-West, CA-127 and CA-178 cross the Southeast corner, and I-168 crosses the Northwest corner. In Mono County, US-395 runs North-South, CA-120 runs East-West, and US-6 crosses the Southeast corner. In Alpine County, CA-4 connects the Southwest and Northeast corners, CA-88 North crosses the Northwest corner, and CA-89 connects CA-4 and CA-88.

Public Transportation

In Alpine County, public transportation options include Alpine County Community Development's Dial-A-Ride program, which operates Monday through Friday from 8am to 9pm to a limited number of destinations in the county and the surrounding areas for a small fee. While Amtrak and Greyhound do not operate directly in Alpine County, some stops outside the county can be accessed by residents via the Dial-A-Ride program.

The Eastern Sierra Transit Authority exists as a joint agency serving Inyo and Mono Counties and provides routes throughout the region accessible from several in-demand locations. Limited ground transportation options exist outside of the region, with routes to Lancaster and Reno running Monday through Saturday, excluding holidays. Expanding and improving access to public transit is a priority for the two counties, as a more robust system could serve indigenous communities and through-hikers as well as facilitate any forced evacuation necessary in response to natural disaster.



Airports

Although no international airports or major commercial airports exist in the region, residents and tourists are mostly served by neighboring Los Angeles International Airport, Reno/Tahoe International Airport, Sacramento International Airport, and Las Vegas Harry Reid International Airport.

The region does contain regional and general aviation airports, including Eastern Sierra Regional Airport in Bishop offering seasonal commercial service to Denver and San Francisco as well as Mammoth Yosemite Regional Airport near Mammoth Lakes. Other general aviation airports include Independence, Lone Pine, Furnace Creek, Trona, Lee Vining, and Bryant.

In 2005, an industrial site feasibility analysis identified potential for a light industrial park/real estate opportunity related to the footprint of the Eastern Sierra Regional Airport in Bishop. Should that project and infrastructure-related needs that would support that project rise to a priority level for planning and funding, this could contribute to economic diversification opportunities for current and future businesses in need of an expanded industrial real estate footprint.



Broadband & Cellular Service

Connectivity in the region is poor compared to federal goals and minimum thresholds for service. Although data about levels of service reported to the FCC by internet service providers is not made publicly available in real time, Form 477 indicates that for much of the region, no provider reports service faster than the minimum threshold to be considered broadband, 25/3mbps.

Speed test results reinforce the level of service providers report, with large portions of the region producing average speed test results below 25/3mbps. Slow speeds are likely the result of legacy technology or wireless infrastructure failing to meet consumers not in close-range.

Poor broadband and cellular connection impact quality of life and economic opportunities for residents, but it also poses a threat in terms of emergency response and public safety. Gaps in cellular connection regionwide make emergency communication challenging for those who may be in need of immediate assistance, and those who may be responding.

Although existing service is less than adequate to meet the needs of residents relying on broadband connectivity for work, school, or leisure, a significant fiber backbone exists in the region as a resource for potential network expansion. Regional officials are currently engaging providers to discuss potential buildout from existing infrastructure.

Important state investments in broadband are incoming through California Senate Bill 156, which was signed into law in July of 2021. The bill has allocated roughly \$6 billion for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region.

In addition to California SB 156, it was announced in June 2023 that the State of California will receive approximately \$1.86 billion in funding from the federal Broadband, Equity, Accessibility, and Deployment (BEAD) grant program, created to ensure all Americans can access affordable, accessible, and reliable high-speed internet service by 2030. This is an important advocacy opportunity for the region to ensure the region receives a fair share of California's BEAD funds to improve high-speed internet access for residents and businesses.

Regional Environmental Considerations

Alpine County was founded at the onset of the discovery of silver deposits in the Sierra Nevada Mountains, and since its formation residents have celebrated the beauty of the landscape and the natural resources present while simultaneously recognizing the natural hazards and conservation needs that accompany the landscape. The county is 96% public land, and residents and local officials are invested in preserving the natural assets present.

Mono County, with arid valleys alternating between Eastern Sierran peaks, was also formed at the onset of the discovery of natural resources in the area. The gold rush attracted thousands of new residents, some of whom continued to stay and ranch or engage in other enterprise after mining for gold was no longer lucrative. Roughly 94% of Mono County is publicly owned.

Inyo County also contains arid valleys and tall peaks, with silver mines originally drawing settlers to the area. Those originally drawn to the area to mine silver expanded to salt, tungsten, and borax. Mining was lucrative throughout the early 1900s, with ranching activity also popular among settlers. Roughly 98% of Inyo County is publicly owned.



Energy Supply

Alpine County

Alpine County Residents receive energy from providers Liberty Utilities, Pacific Gas & Electric, and Kirkwood Meadows Public Utility District. Power lines supply energy to county residents and businesses, but the lines are especially vulnerable due to the environmental extremes the area experiences. Historically, high winds, severe thunderstorms, wildfires, public safety power shutoffs, and winter storms have been the main causes of electrical utility loss in Alpine County. The fragmented water and wastewater utility provision in the county stands to be uniquely affected by power outages, as many do not have backup generators per the county's 2018 Hazard Mitigation Plan¹⁰.

Mono County

Privately-owned Southern California Edison serves the Town of Mammoth Lakes and most of Mono County. Unincorporated Coleville and Walker are served by Liberty Utilities, and the southeastern tip of the county is served by member-owned Valley Electric Transmission. The county is primarily served by two main transmission lines and 13 substations, and failure or disruption of a line or substation due to natural hazards or equipment malfunction is a more-frequent countywide disruption.

Inyo County

Three agencies provide electricity to Inyo County: Southern California Edison serves most of the county, and Los Angeles Department of Water and Power (LADWP) and The Valley Electric Association serve some smaller communities. The county has 17 power plants, 14 hydroelectric facilities, and three geothermal power plants. The county has two major power lines and 25 substations, which must remain secure in order to prevent outages.



Water Quality & Supply

Aging infrastructure and environmental hazards may threaten water quality for humans and for wildlife. Regionally, provision of water is fragmented and relies on several small suppliers with limited resources and communication. Additionally, many residents rely on private wells and septic systems for their daily water supply. Hazard mitigation strategies focus on preserving water resources and ensuring the resilience of water infrastructure.

Much of the region's land is owned by the City of Los Angeles and is restricted for use as an important watershed for the city. This extreme restriction on land use within the region for the benefit of communities outside the region has been a topic of contention politically and has contributed to the extremely limited land that is available to the region for development.

Alpine County

A few public utility districts operate or provide water services in Alpine County, including Bear Valley Water District, Kirkwood Meadows Public Utility District, Markleeville Public Utility District, South Tahoe Public Utility District, and Washoe Utility Management Authority. Private utility companies Lake Alpine Water Company, Markleeville Water Company, and Woodfords Mutual Water Company also provide water and wastewater services to consumers.

Mono County

Largely unincorporated Mono County is supplied through a number of special districts tapping into groundwater wells. Other areas rely on private wells and septic systems for their water supply. Although Mono Lake exists in the region as a significant resource, the LADWP diverts water that previously flowed into the lake and has rights to the surface water as part of a controversial purchase.

Inyo County

Similar to Mono County, a controversial purchase by the City of Los Angeles limits the water resources that county residents can access. Los Angeles purchased water rights to the Owens River and diverts almost all of the water through an aqueduct. Many water systems exist in the county relying on groundwater and surface water.

Air Quality

Wildland fires pose the biggest threat to air quality in the region. Residents must remain alert to air quality reports when in proximity to a wildland fire, as it can take weeks for smoke and fire-related particulates to clear.

Recent wildland fire seasons have run longer than anticipated and resulted in air quality alerts to the Eastern Sierra from the Great Basin Unified Air Pollution Control Board. Sensitive groups including those with respiratory illnesses must be especially cautious in response to these alerts.

The Great Basin Unified Air Pollution Control Board also highlights the emptied Owens Lakebed¹¹, from which water was diverted to the City of Los Angeles in 1913, as one of the largest sources of particulate matter less than 10 microns in diameter, known to cause health problems when inhaled. The particulate matter affects those living up to, and in some cases exceeding, 50 miles from the lakebed, and mitigation efforts have been focused on the area, but dangerous particulate matter still remains.



Climate Change & Hazard Mitigation

Climate change is expected to exacerbate existing hazards in the region and to contribute to increased frequency and extremity of natural disasters including wildland fires, drought, dam vulnerability, and more.

Existing hazard mitigation plans were developed prior to 2020 and chose not to profile the hazard type “Epidemic,” as no recent or historic events had occurred at the time. Soon after, COVID-19 interrupted all parts of daily life, guaranteeing that future planning efforts will include considerations for similar situations.

All counties elected to assess the risk level of various hazards using slightly different frameworks and methodologies. Hazard profiles included below may lack uniformity but reflect the decisions and priorities of local leaders.

Alpine County

Alpine County’s hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Communication/Utility Loss	High
Drought	High
Severe Weather	High
Wildland Fire	High
Earthquake	Moderate
Flood	Moderate
Hazardous Material Event	Moderate
Landslide	Moderate
Avalanche	Low
Dam Failure	Low

Table 7: Alpine County Hazard Classification. Source: Alpine County Hazard Mitigation Plan.

Nature, location, extent, and probability of future events are discussed for each hazard. After extensive profiling, strategies and recommendations were developed to reduce the possibility of damage and losses due to each hazard. Goals include expanding existing avalanche warning systems, updating ordinances pertaining to septic system maintenance, reviewing and retrofitting county buildings and schools to withstand earthquake events, increasing capacity of drainage systems, and adopting a County grading ordinance. The plan also recommends that a feasibility study be conducted to determine whether a biomass-to-bioenergy facility is viable in the county.

Mono County

Mono County’s hazard mitigation plan profiles 12 hazards:

Hazard	Risk Level (1-4)
Wildfire	3.4
Severe Winter Weather & Snow	3.2
Earthquake & Seismic Hazards	2.9
Volcano	2.8
Climate Change	2.8
Drought	2.6
Severe Wind	2.4
Flood	2.3
Landslide	2.2
Avalanche	2.1
Dam Failure	2.0
Hazardous Materials	1.9
Disease/Pest Management	1.6

Table 8: Mono County Hazard Classification. Source: Mono County Multi-Jurisdictional Hazard Mitigation Plan.

Each hazard is discussed in terms of hazard level, hazard history, and likely impacted locations. Risk is also discussed in terms of likelihood and land ownership. Measures recommended to mitigate hazards include improving cell and radio coverage, considering the creation of additional emergency access routes, requiring newly designed structures to be retrofitted to withstand priority hazards, developing a grant program to ensure building exteriors can become code-compliant, maintaining a list of isolated and vulnerable residents who may require special emergency response services, and acquiring properties in avalanche zones.

Inyo County

Inyo County's hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Drought	High
Flood	High
Seismic Hazards	High
Severe Weather	High
Wildfire	High
Avalanche	Medium
Dam or Aqueduct Failure	Medium
Disease/Pest Management	Medium
Geological Hazards	Medium
Hazardous Materials	Medium

Table 9: Inyo County Hazard Classification. Source: Inyo County Hazard Mitigation Plan.

Hazards are discussed in terms of history, impacts, locations, extent, future risk, and climate change considerations. Actions for mitigation include improving telecommunication infrastructure, informing residents of potential hazards, restricting access to avalanche-prone areas, encouraging the use of pest-resistant vegetation in landscaping projects, exploring opportunities to diversify water sources, and requiring new development to occur outside of fault rupture hazard zones.



Regional Economic Overview

The region's economy is supported by a robust and diverse outdoor tourism and recreation sector, with Government and Accommodation and Food Services appearing as top industries in terms of number of jobs, location quotient, and competitive effect. The success of these industries can be attributed to the diverse and largely publicly owned natural assets that drive outdoor recreation and tourism across the region.

Government, manufacturing, and utilities are also notable components of the region's economic fabric. Government activity makes up a large portion of the region's jobs and economic activity. The sector is amplified by the National Park Service, National Forest Service, and other federally owned and maintained land. Manufacturing also accounts for a large number of jobs and share of economic output, primarily in beverage and tobacco products (categorized as a single sub-industry at this level of analysis) as well as wood products and electronics. Utilities account for about 110 jobs in the region, which is notable relative to population size and contributes to a high location quotient.

Top Industries

The region's top industries when examining 2-digit NAICS codes enforce the importance of government jobs, which include roles at all levels of government, but excludes public schools and hospitals. Accommodation and food services in addition to retail trade follow Government at key employers in the region and indicate the importance of tourism to the region's economy.

TOP INDUSTRIES BY 2021 JOBS

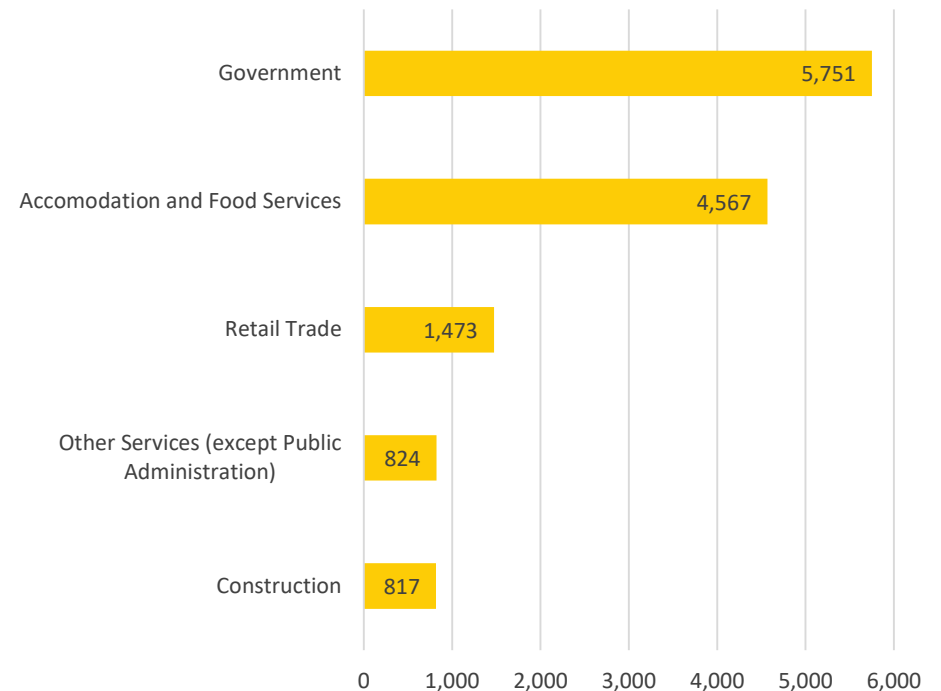


Figure 12: Top Regional Industries by Job Count. Source: Lightcast Q1.2023.

Top Growing Industries

By number of jobs, the Accommodation and Food Services industry was the top growing industry in the region from 2017 to 2022. The estimated 100-job growth only represents a 4% increase for the already robust industry, a lower rate of growth than smaller industries included. It should also be noted that the Accommodation and Food Services industry has the lowest wages and highest location quotient of all industries on the list below, with average annual earnings of \$39,624 (the only top growing industry with average annual earnings below \$50,000) and a location quotient of 3.82 (the only top growing industry to exceed a location quotient of 1).

The agriculture industry has been a focus of regional leaders and elected officials, with a [2020 report](#) outlining opportunities in Mono and Inyo counties. The report outlines the economic impact of the agriculture industry and emerging opportunities for the region, solidifying the industry as a promising field for growth and development.

It must also be noted that growth in certain industries is limited by land availability, given that the majority of the region's land is not privately owned. Interfacing with the agencies responsible for maintaining the region's vast supply of publicly owned land will be a critical step in any industry expansion.

NAICS Code	Industry	2017 Jobs	2022 Jobs	Change in Jobs	% Change in Jobs
72	Accommodation and Food Services	4,935	5,143	207	4%
56	Administrative and Support and Waste Management and Remediation Services	307	408	100	33%
31	Manufacturing	361	454	93	26%
62	Health Care and Social Assistance	468	555	86	18%
23	Construction	766	790	24	3%
48	Transportation and Warehousing	71	87	16	23%
61	Educational Services	95	105	10	11%
11	Agriculture, Forestry, Fishing and Hunting	96	101	5	6%

Table 10: Top Growing Industries in the Eastern Sierra Region, Lightcast 2023

Top Occupations

Regional top occupations include jobs in industries related to tourism and hospitality, with retail, food service, and facilities jobs represented as a sizeable share of the top spots. Healthcare occupations also appear on the list, re-enforcing the importance of the healthcare industry as hospitals also include two of the region's largest employers. The presence of protective service jobs in the region's top occupations indicates again the importance of government-supported positions and mostly include public safety and first-responder positions.

TOP OCCUPATIONS

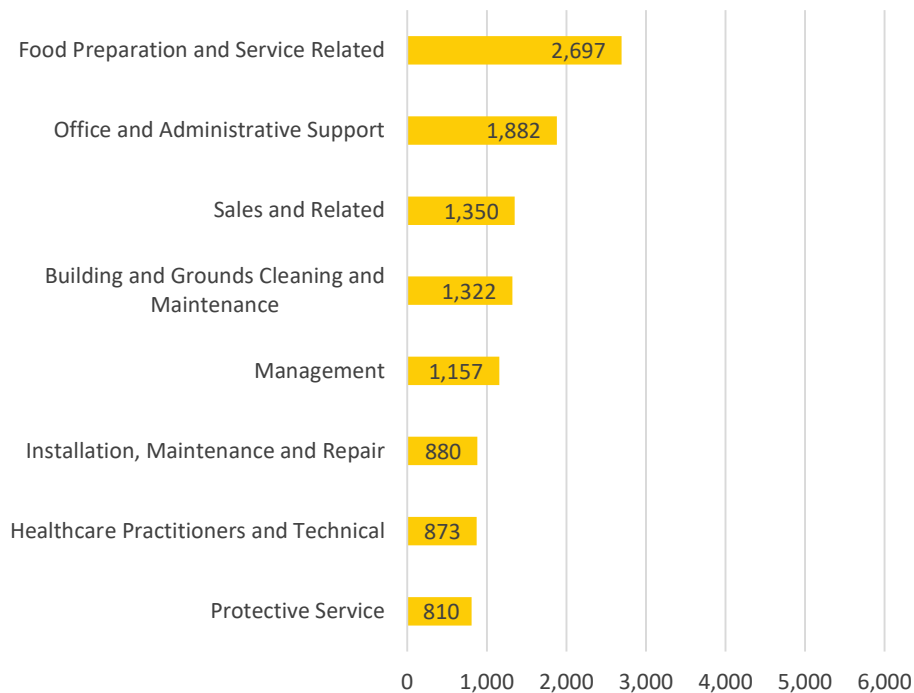


Figure 13: Eastern Sierra Top Occupations by Job Count. Source: Lightcast Q1.2023.

Wages and historic growth in the region's top industries can help to paint a complete picture of the workforce and economic conditions that the region must manage. Of the leading eight occupations, the top three have shed jobs in the past five years, and the following five have added jobs. Jobs loss data in food service, and to a lesser extent, sales, likely is still reflecting pandemic-era job shocks in these industries. Growth in the remaining top industries contribute to a modest total job growth of 266, a reflection of the region's stable population size in recent years.

Of the region's top eight occupations, only three typically support wages adequate to support cost of living in most scenarios. Individuals with children or without a working partner may struggle to manage expenses while working in food service, facilities, sales, and potentially office and administrative work or maintenance and repair work.

Occupation	Growth	Wages
Food Preparation and Serving Related	-416	\$15.86
Office and Administrative Support	-214	\$20.01
Sales and Related	-84	\$15.92
Building and Grounds Cleaning and Maintenance	+96	\$16.27
Management	+282	\$40.98
Installation, Maintenance, and Repair	+85	\$23.62
Healthcare Practitioners and Technical	+73	\$49.33
Protective Service	+29	\$30.49

Table 11: Eastern Sierra Job Growth. Source: Lightcast Q1.2023.

Regional Industry Clusters

In Table 12, the region's top industry clusters are displayed in terms of job count, including their projected growth over a ten-year period from 2018 to 2028 and the average annual earnings per job within the industry. Average earnings significantly above the regional average of \$64,913 are presented in green and those significantly lower are presented in red.

In general, most workers in the Eastern Sierra region are employed by local governments. Food service and accommodation industries employ roughly 5,200 workers, with the food industry projected to continue to grow significantly in the years to come. Jobs in these industry clusters make significantly less than the average earnings in the region and workers in these jobs are likely to struggle to meet the area's cost of living.

Industry (3-Digit NAICS Code)	2022 Jobs	2018-2028 % Job Growth	Avg. Earnings Per Job
Local Government (903)	4,018	7%	\$95,669
Food Services and Drinking Places (722)	2,791	60%	\$34,264
Accommodation (721)	2,476	6%	\$48,293
Federal Government (901)	936	-17%	\$87,168
Specialty Trade Contractors (238)	546	39%	\$61,820
Amusement, Gambling, and Recreation Industries (713)	486	1%	\$46,102
State Government (902)	449	16%	\$113,622
Real Estate (531)	401	-6%	\$61,130

Table 12: Eastern Sierra Top Industries Trends. Source: Lightcast Q1.2023.

Commuting Patterns

Table 13 displays commuting data from two vantage points: where workers live and where workers work. The top half of the table displays the percentage of resident workers (those who live in the region and have jobs) who work in the region and the percentage of those who work outside of the region. As the table shows, nearly 50% of the resident workforce leaves the three-county area for their jobs. Many of these workers are commuting to the larger metropolitan regions of San Francisco, Sacramento, Fresno, San Jose, and Bakersfield as well as neighboring Douglas County in Nevada and around Lake Tahoe¹². Out of state employment destinations include Reno and Las Vegas markets.

Within the region, the largest employment centers are in Bishop (19.2% of Eastern Sierra's resident workers) and Mammoth Lakes (14.7%). 64.3% of all jobs in the region are held by residents. However, only 54.9% of Eastern Sierra resident workers hold jobs in the region itself, whereas 45.1% of resident workers leave the region for their jobs.

	Work in Eastern Sierra	Work Outside of Eastern Sierra
Workers Living in Eastern Sierra Region	54.9%	45.1%
	Live in Eastern Sierra	Live Outside of Eastern Sierra
Workers Employed in Eastern Sierra Region	64.3%	35.7%

Table 13: Where Eastern Sierra Workers Live and Work. Source: U.S. Census OnTheMap.

12

2020 Commuting estimates provided by the U.S. Census Bureau's [OnTheMap](#) website.

Figure 14 depicts the net commuting patterns for the three-county region. As a whole, the Eastern Sierra region is experiencing a net negative as more people are leaving the region for their jobs than are entering it. An estimated 5,140 residents both live and work in the region, while 4,853 residents commute outside of the region to work, and 3,741 residents commute into the region to work. Neighboring counties vary in this measure, with some counties (ex: Fresno) retaining of drawing more workers for employment, while other counties (ex: Amador) have a residential population that tends to commute outside of the county for work.

These commuting patterns would suggest that many Eastern Sierra residents are seeking jobs outside of the region. As was mentioned earlier in the report, two of the Eastern Sierra counties show a low Labor Force Participation Rate, suggesting that even those residents who are employed are having to look outside of the region for either type of occupation or higher wages.

INFLOW / OUTFLOW JOB COUNTS IN 2020

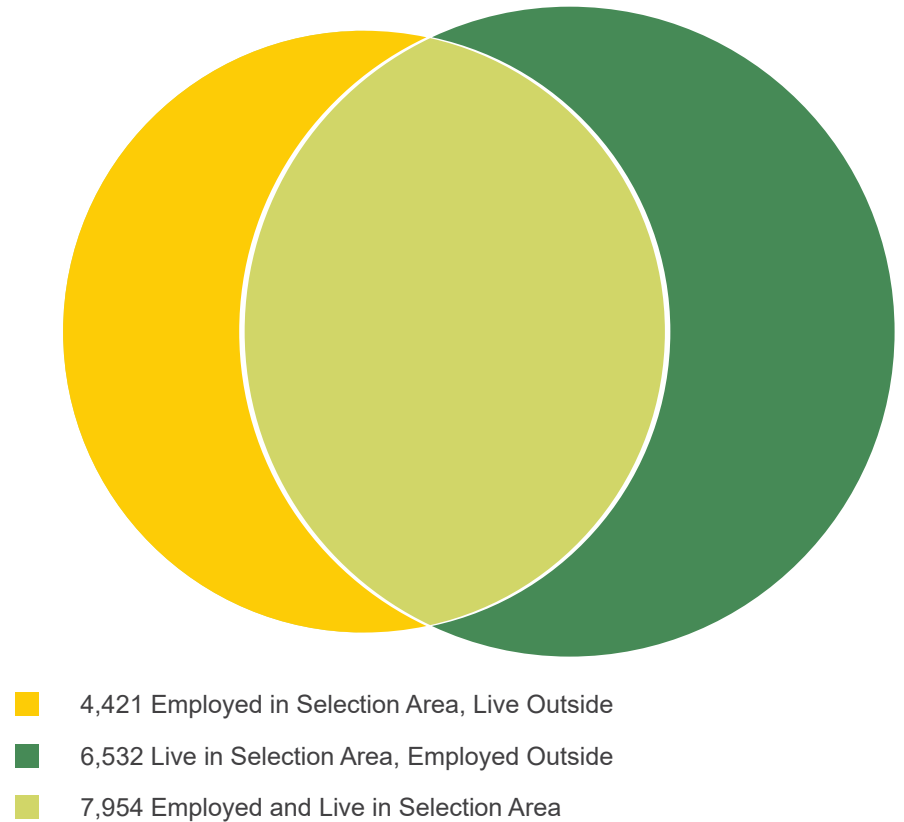


Figure 14: Eastern Sierra Commuting Patterns. Source: U.S. Census OnTheMap

Economic Resiliency

Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity. Often, the shocks/ disruptions to the economic base of an area or region are manifested in three ways¹³:

- Downturns or other significant events in the national or international economy which impact demand for locally produced goods and consumer spending;
- Downturns in particular industries that constitute a critical component of the region's economic activity; and/or
- Other external shocks (a natural or man-made disaster, closure of a military base, exit of a major employer, the impacts of climate change, etc.).

A focus on resiliency and recovery has become a global focus, especially in the aftermath of the COVID-19 pandemic. Negative impacts from an economic disaster or event, either natural or manmade, will require some immediate action on the community's part to minimize any threats to future economic challenges. Too often, communities are unprepared for the devastation and destruction that is likely to come post-disaster. By preparing for foreseen economic shocks, communities can endure these situations, and take steps toward long-term recovery.

Establishing Information Networks and Pre-Disaster Recovery Planning

In February 2023, the EDA incorporated "Establishing Information Networks" and "Pre-Disaster Recovery Planning" to enhance a region's ability to address economic resiliency. Because economic development organizations tend to serve as response mechanisms in economic recovery, the region should establish systems to facilitate active and regular communication between the relevant sectors to collaborate on common challenges. This may include standing meetings, a task force, or any format that meets the needs and context of the community. Additionally, regions that are prone to natural disasters have engaged in resilience planning by focusing on the development of disaster recovery strategies, integrated with economic development strategies.

Plans and resources exist at the local/county level to assist with disaster preparedness and response, and there is great opportunity to further enhance planning for disaster recovery across the entire region. Alpine County adopted a Hazard Mitigation Plan in 2018. Inyo County has an Office of Emergency Services with an Emergency Operations Plan and communications to support residents making a disaster preparedness plan. Mono County also has an Office of Emergency Services with a "READY Mono" communications initiative. The Eastern Sierra Wildfire Alliance exists to coordinate stakeholders in Alpine, Inyo, and Mono Counties to address risks and challenges from the threat of wildfires.

SWOT Analysis

SWOT Process

In April of 2023, stakeholders across the Eastern Sierra region in Alpine, Inyo, and Mono counties were invited to participate in one of six engagement workshops over four days. Five workshops were held in person across the region, while one was held virtually to offer a better opportunity for stakeholders in the western part of Alpine County.

These sessions were interactive for participants, introducing the regional background data compiled in advance as well as time spent identifying regional strengths, weaknesses, opportunities, and threats. Participants were given time for individual brainstorming and reflection but spent substantial time in group discussion to rank top SWOT items. All information was collected via a workshop handout as well as on Post-it Notes and note cards.

SWOT session results recorded on note cards were then coded twice, resulting in six key themes used for analysis and to inform the strategic framework of the CEDS. Every item listed as a strength, weakness, opportunity, or threat was categorized into one of the following themes, and analysis was performed across themes, SWOT items, and geography.

Following the review of information from the interactive workshop sessions, an online survey was distributed to seek additional feedback from the greater community. The survey yielded 670 responses (22 in Alpine County, 359 in Inyo County, and 289 in Mono County), and the results are incorporated into the SWOT analysis.

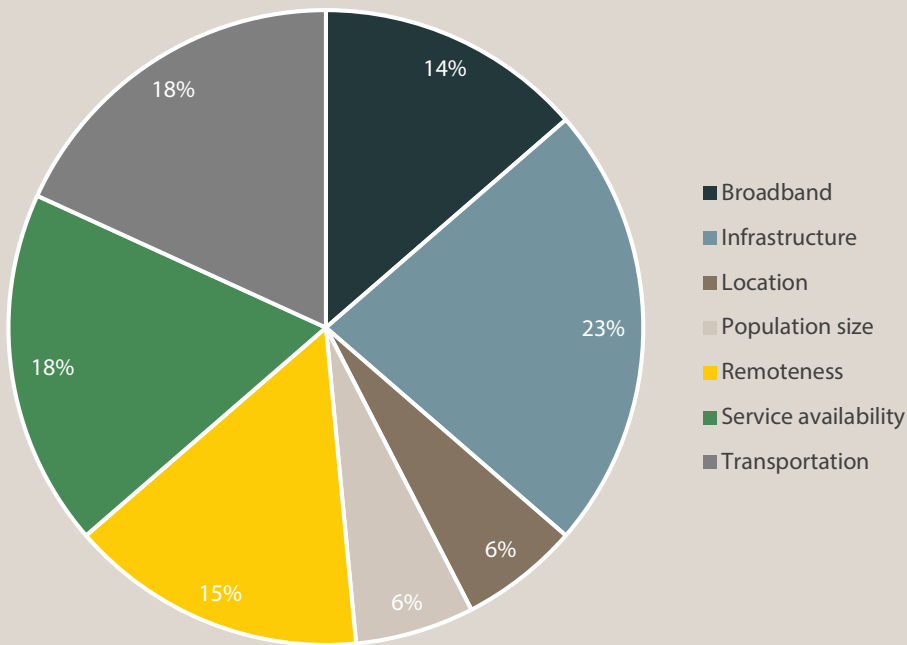
It is important to note that participation from tribal communities was extremely limited. Including tribal communities in the CEDS development process was very important to the steering committee, but this proved to be very difficult. Relationships between tribal leaders and community entities have significant room to grow in strength, including asking tribal leaders what forms of engagement and communication best meet their needs.

Input from stakeholder engagement sessions resulted in the identification of six themes determined to be critical to the region's economic success. The pie charts on the following pages depict the types of items, elements, and sub-themes that comprise each focus area. These items may have been discussed in any context (a regional asset, a deficiency, etc.), but were included as parts of any one of six overarching themes.

Theme 1: Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity include inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. Strategic actions towards improving regional access and connectivity will contribute to the region's economic diversity and vitality.

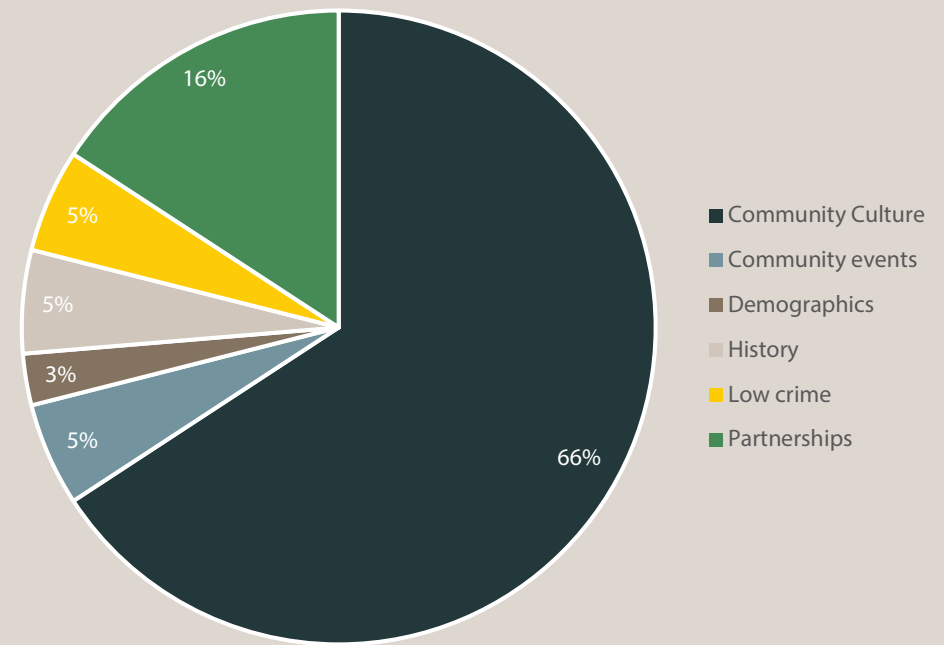
ACCESS & CONNECTIVITY



Theme 2: Community & Culture

Many participants in workshops as well as survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Individuals expressed a strong desire for the small-town culture of individual communities in the region to remain strong even as opportunities for economic growth are pursued. This category also includes elements of historic preservation, quality of life, low crime rates, and opportunities for improved partnerships.

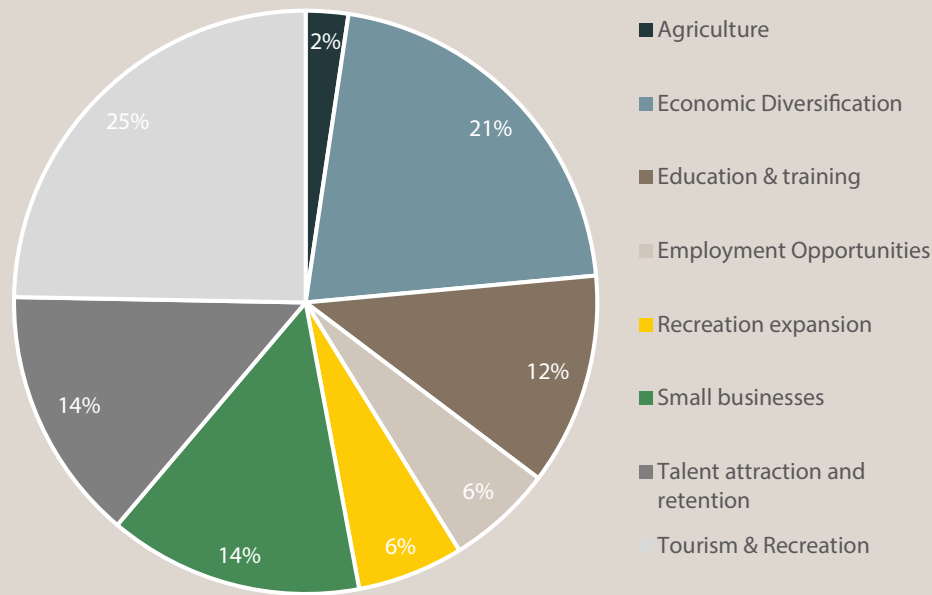
COMMUNITY & CULTURE



Theme 3: Economic Expansion & Diversification

With the undisputed asset of a healthy outdoor recreation and tourist economy, regional leaders want to leverage the industry’s benefits for economic growth while seeking opportunities for economic diversification in pursuit of increased economic resiliency. The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through business expansion and industry diversification by encouraging business growth that aligns with regional strengths and opportunities.

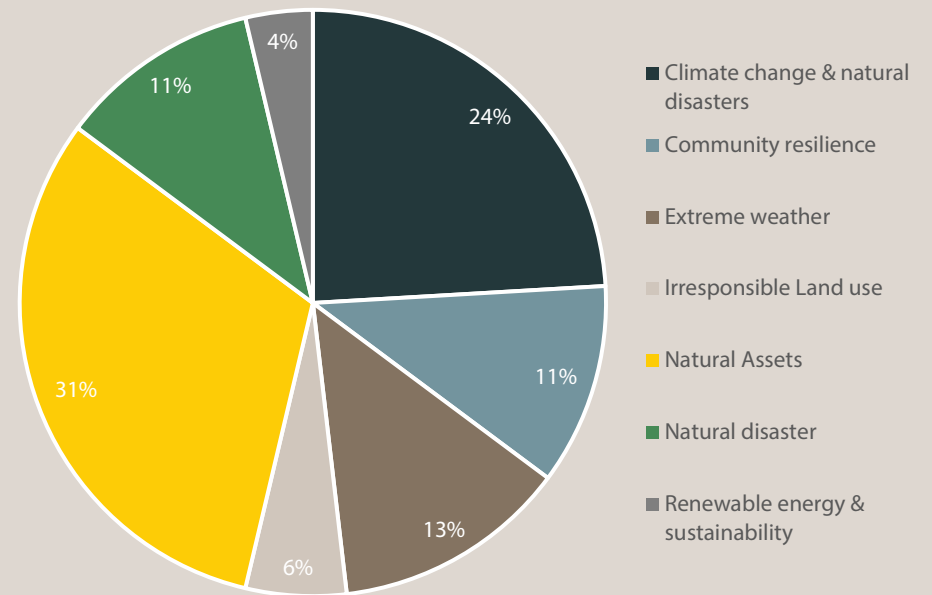
ECONOMIC EXPANSION & DIVERSIFICATION



Theme 4: Environmental Resilience & Sustainability

With a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” environmental resilience and sustainability was discussed across SWOT components. The Eastern Sierra’s key economic strengths are inextricably tied to the protection of the region’s natural assets, making much of the conversation around Environmental Resilience and Sustainability about emergency preparedness, hazard mitigation, and threat minimization.

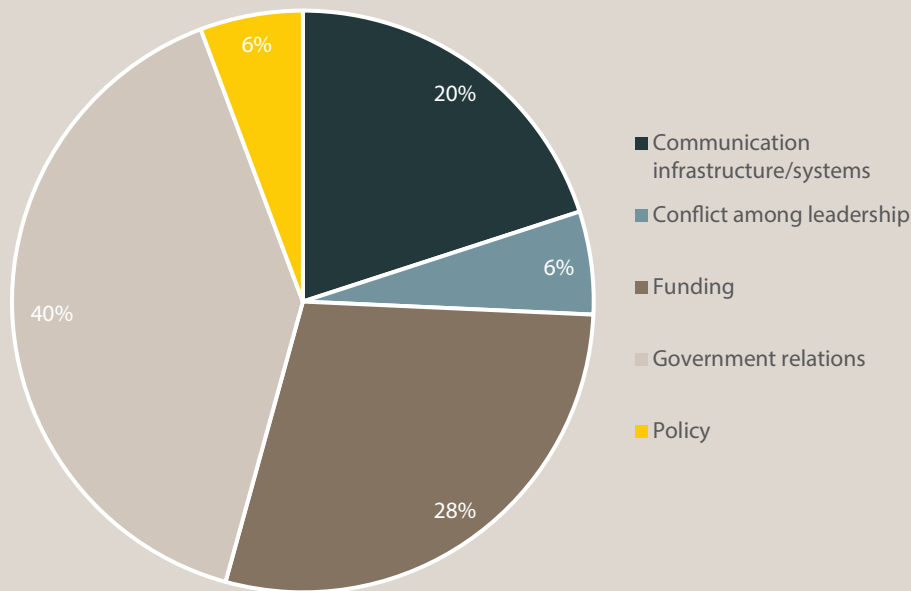
ENVIRONMENTAL RESILIENCE & SUSTAINABILITY



Theme 5: Government Affairs & Advocacy

Although government affairs and advocacy was the smallest theme to emerge, the regional policy landscape, and the networks and communication occurring within it, emerged as an important piece of both the SWOT and the CEDS strategic framework. Regional collaboration is an important piece of strategy implementation and essential to pursue promising state and federal funding opportunities. Strengths related to this theme included the strong relationships and knowledge that local government leaders have with and about their communities. Weaknesses and threats included a lack of mobilization towards funding opportunities due to lack of knowledge or capacity, and perceived limited communication with neighboring municipalities.

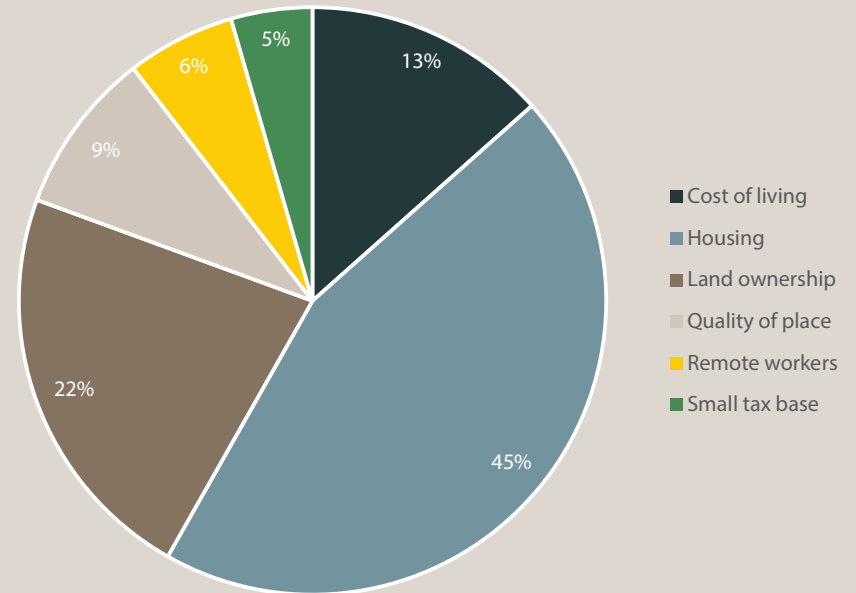
GOVERNMENT AFFAIRS & ADVOCACY



Theme 6: Housing Availability & Land Use

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development. These constraints, stakeholders say, also limit population growth and in turn limit the size of the region's economic base. Some opportunities were raised to access land owned by the City of Los Angeles, although optimism regarding suggested opportunities was not high. Infill development and main street/downtown corridor investments were discussed as opportunities across the region, while second-home ownership was identified as a potential threat.

HOUSING AVAILABILITY & LAND USE



Regional Strengths

Connection to Community

Due to the size and geographic location of many of the communities in the Eastern Sierra region, residents experience close connection to the community. Due to the rural nature of the area, the region was characterized as a place with vibrant civic life, low crime, and genuine care for neighbors and other members of the community who live, work, and recreate in the area.

Tourism & Outdoor Recreation Industry

Residents and visitors of the region can enjoy an abundance of outdoor recreation activities. Diverse options for recreation appeal to a wide base of people. Tourism consistently drives traffic into the communities in each county, providing a mostly dependable source of revenue for the businesses in these small towns and driving the economy in a large way.

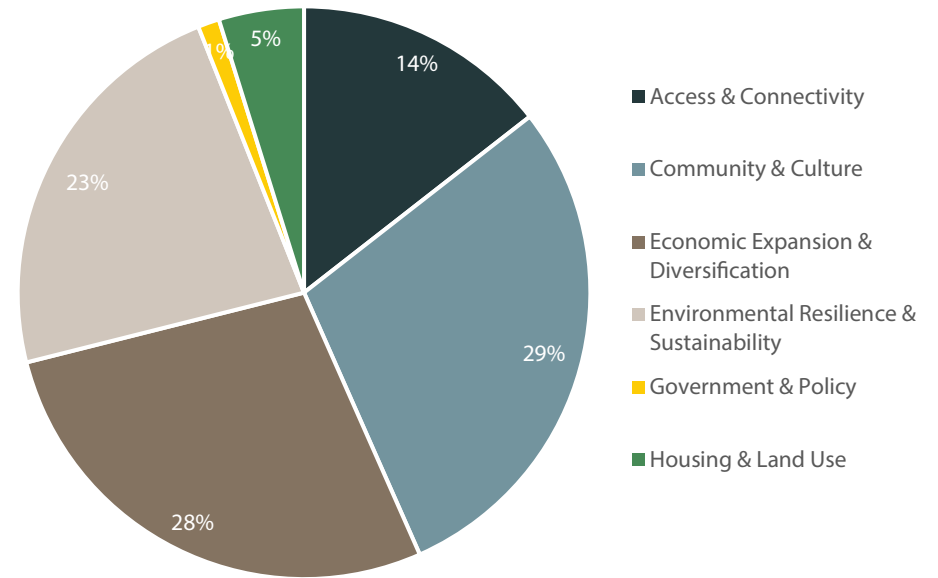
Community Resilience

In the face of positive and negative changes, the communities in the region demonstrate great determination. Their individual and community resilience allows them to withstand many of the natural disasters and climate-related effects that threaten them.

Natural Assets

The natural beauty in the outdoors is apparent in the Eastern Sierra region, making it an attractive place to spend time as a resident, worker, or visitor. This is a unique resource and competitive advantage compared to other communities. The region's preserved natural assets also play into what makes the region environmentally healthy with cleaner air and water.

STRENGTHS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional strengths.

Regional Weaknesses

Housing

A lack of available and affordable housing stymies the region's ability to flourish with a thriving workforce and economy. With the limited housing stock and limitations to develop more, competition is steep and out-prices workers who are employed in the Eastern Sierra region, many of whom are working in the hospitality and tourism industries with lower wages.

Land Ownership

The lack of private land for development contributes to many of the communities' challenges. Over 95% of the land is publicly owned by the City of Los Angeles, state, and federal government agencies. This negatively affects economic growth as it restricts the establishment of new businesses and expansion of existing ones and impedes job creation and entrepreneurial endeavors.

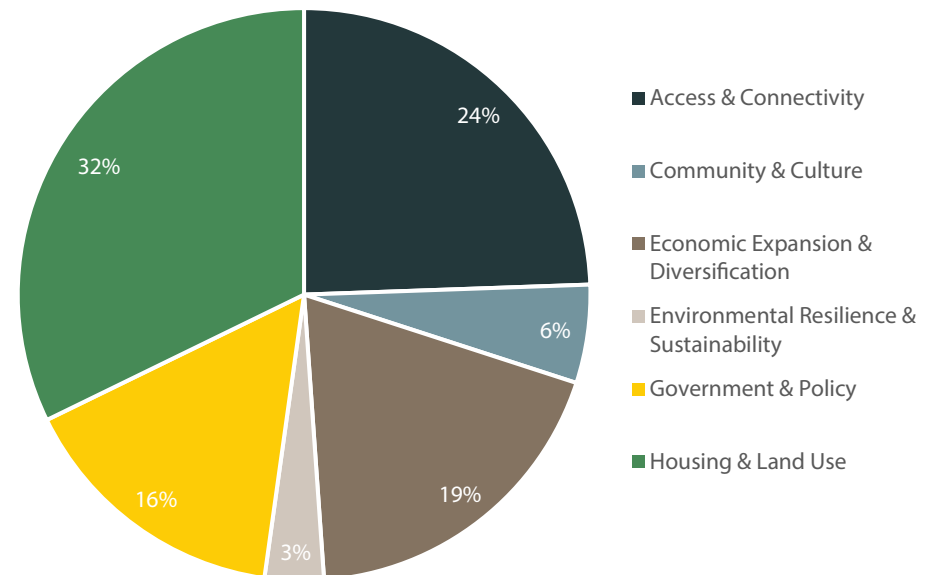
Talent Attraction & Retention

Communities in the Eastern Sierra face challenges in filling jobs with qualified candidates. There is not a large workforce base to pull talent from due to a small and aging population. Additionally, retaining good workers is difficult with a shortage of homes and generally high cost of living.

Remoteness

The remote towns and cities of the Eastern Sierra region face challenges related to that geographical reality. Remoteness negatively affects what public and private services and amenities are available to residents. Stakeholder engagement sessions and the regional survey indicated challenges in providing basic amenities like healthcare, quality childcare and early childhood education, as well as fresh food. These issues are compounded when natural or climate disasters limit accessibility within the region during periods of the year.

WEAKNESSES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional weaknesses.

Regional Opportunities

Housing & Infrastructure

Updating existing housing and infrastructure as well as developing additional housing to meet the high demand within the region's communities was identified as a major opportunity during the stakeholder engagement process. Within this general opportunity was the identification of a need to develop more workforce, affordable housing to to better support low to middle income earners.

Education & Entrepreneurship

The region will benefit from growing the development of high-quality education and occupational trainings for relevant industries, digital literacy efforts, and coordinated resources for small businesses. Existing institutions like Cerro Coso Community College have limited offerings for students, and those may not match the labor market for the major employers and key industries in the region. Stakeholders believe there is opportunity for better coordination between education systems and businesses to create entry points and pathways to quality jobs and careers in high growing sectors.

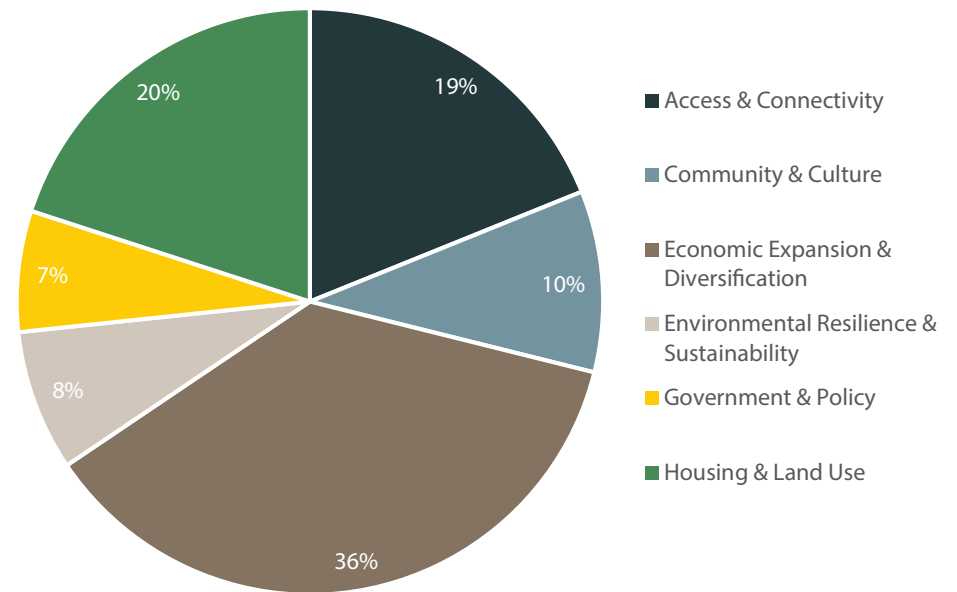
Industry Diversification

Communities expressed the need to diversify the regional economy with investments in industries outside of hospitality and tourism as well as optimizing those existing core sectors, leveraging the region's abundant agricultural resources, exploring options to bring in new technology industries, and increasing outdoor recreation and tourism activities year-round.

Transportation

With the buildout of the Bishop Airport, stakeholders identified the opportunity for expanded air service with more airlines, routes, and year-round air service. To accommodate more visitors in the region, it is also an opportunity to build out more ground transit regionally to simplify travel in each of the counties.

OPPORTUNITIES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional opportunities.

Regional Threats

Climate Change & Natural Disaster

The impact of changing climates and regular natural disasters consistently threatens the region. Fire damages natural assets and infrastructure, floods remove access to basic services, and climate extremes including severe winter weather make economic activity unpredictable in many communities.

Infrastructure

Buildings that are aging, unoccupied, or even failing make some of the region's communities appear less attractive to visitors and residents, especially in main street/downtown commercial corridors that must remain vibrant for quality of life, tourism, and business development. This is a threat to future growth and community safety the longer it is not redeveloped or improved.

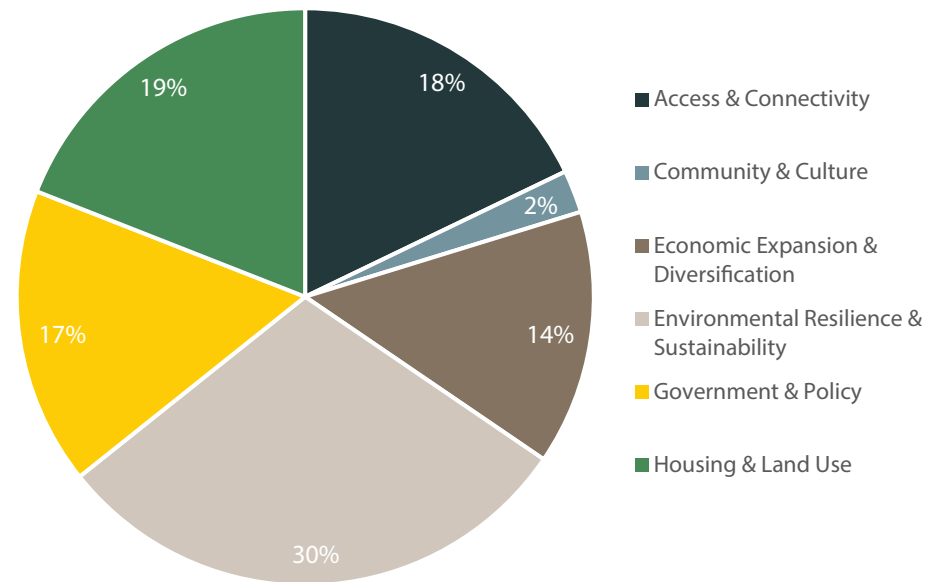
Government Relations

Difficulties engaging state and federal agencies to support community needs are compounded by threats like staff (and point-of-contact) turnover and apathy towards the desires of the community for change. Additionally, it is important that communities avoid dependency on these government agencies to drive forward the initiatives and strategies for economic development and growth.

Cost of Living

Rising costs of living threaten economic growth in the region. This can aggravate existing challenges including housing supply shortages, heavy reliance on recreation and tourism industries that house low-wage employment opportunities, barriers to home ownership, barriers to travel throughout the region, limited opportunities locally to pursue higher education and skills training beyond secondary education, and more.

THREATS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional threats.

Strategic Action Plan & Evaluation Framework

This section synthesizes the background information about the Eastern Sierra region, the rich insights and feedback gained during stakeholder engagement activities, and a collaboratively derived vision for the future of the region. These inputs were used to determine actionable areas of priority for the region with specific, measurable objectives, steps, or initiatives.

Vision Statement

The core stakeholder committee for the Eastern Sierra CEDS participated in several facilitated sessions to develop and refine the vision statement, which was shared and validated during stakeholder engagement activities. The vision statement served as the focal point for determining and developing key themes that serve as the foundation for the plan's goals and objectives.

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Of note is how stakeholders chose to incorporate resiliency into the vision statement. As shared in the SWOT portion of the process and confirmed repeatedly through additional stakeholder engagement, economic and environmental resiliency is of great importance to the region through multiple lenses.

Goals and Objectives

The goals and objectives that inform the action plan incorporate all foundational elements of the CEDS development process: data gathering and fact-finding, regional background, stakeholder engagement, and SWOT analysis.

The following focus areas were identified through the research and engagement processes and used to define and prioritize goals and objectives:

- Access & Connectivity
- Community & Culture
- Economic Expansion & Diversification
- Environmental Resilience & Sustainability
- Government Affairs & Advocacy
- Housing Availability & Land Use

Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity includes inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. These considerations are critical to residents, businesses, and visitors as the region pursues economic expansion and sustainability.

Physically, the region faces accessibility and connectivity challenges as a collection of remote communities with unique geographical considerations. Located several hours from major cities by car, residents must consider the types of specialized goods and services they will have trouble accessing in the region, and visitors must devote additional time and attention to their travel plans. These challenges are exacerbated in the winter months, when snow and ice often close critical roadways, leaving communities isolated and without vital resources including food and gas. Some communities in the region are accessible through regional air travel, but the service is often seasonal and limited, with existing flights subsidized by local governments.

Broadband connectivity also challenges residents. While those in the region's few densely populated communities may have adequate service, those in more remote, less dense communities are likely to lack connection that meets federal minimum standards for high-speed internet. Fiber backbone infrastructure exists along the region's most important thoroughfare, but internet service providers have not been adequately enticed to expand into communities where a return on investment for infrastructure buildout is projected to exceed preferable benchmarks.

Strategies

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

Best Practices

[West Virginia Speed Test](#) that is monitored and maintained by a diverse stakeholder group for the purpose of measuring achieved speeds against advertised speeds.

[California case study](#) that includes cost sharing for transportation upgrades among benefactors.

Emerging technology in winter maintenance practices include Integrated Modeling for Road Condition Prediction (IMRCP) - [overview](#) and [in-depth report](#).

Funding Opportunities

California Senate Bill 156 has allocated roughly six billion dollars for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region. Stakeholders should collaborate with local and regional providers to ensure buy-in regarding the middle mile network and to plan to deploy last mile infrastructure using funding allocated from SB 156 or private investment.

[Broadband Equity, Access, and Deployment Program](#)

The BEAD program is a national program through which the State of California has received \$1.86 billion dollars to fund broadband infrastructure buildout and workforce development programming. The state must plan for the allocation of these dollars and will seek input from stakeholders across the state to inform the use of the funds.

[Mobility, Access, and Transportation Insecurity: Creating Links to Opportunity Research and Demonstration Program](#)

This federal grant program funds initiatives that research transportation access and explore mobility solutions across community stakeholders. If renewed for 2024 (2023 NOFO was posted in August 2022), it could allow the region to assess the feasibility of transportation interventions and upgrades.

Other Funding Opportunities:

- [Innovative Coordinated Access and Mobility Grants](#)
- [USDA Reconnect Loan and Grant Program](#)
- [Public Transit on Indian Reservations Program](#)



EVALUATION FRAMEWORK: ACCESS & CONNECTIVITY

Goal: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

Partners/Champions: Local governments, Internet service providers, CAT, OES, Caltrans

Objectives	Action Items	Timeline	Metrics for Success
Increase access to digital resources through broadband infrastructure buildout across the region.	<ul style="list-style-type: none">• Catalog existing assets that may help to offset the cost of buildout for providers. Include capital resources as well as in-kind resources and donations, such as waived permitting fees, access to poles for aerial networks, or efficiencies with other utility maintenance or buildout projects• Encourage local governments to partner with internet service providers to apply for state and federal broadband funding with a focus on last mile connectivity• Develop, deploy, and monitor a broadband speed test tool that will allow communities to track achieved speeds vs. advertised speeds, potentially expanding the locations eligible for federal funding• Participate in statewide planning efforts tied to Senate Bill 156, the Broadband Equity, Access, and Deployment Program, and other programs to ensure that the region's challenges are accounted for in funding distribution	Medium-term (2-3 years)	<ul style="list-style-type: none">• Creation of local asset & incentive catalog• Number of grant opportunities pursued• Creation of speed test tool• Meeting attendance, committee membership, etc.

Objectives	Action Items	Timeline	Metrics for Success
<p>Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.</p>	<ul style="list-style-type: none"> • Catalog and prioritize existing roadway infrastructure deficiencies, including but not limited to depressions in asphalt, dangerously narrow roadways, and areas lacking critical safety infrastructure • Determine which populations lack transportation options most severely, and describe the transportation needs of these groups • Explore options to meet the transportation needs of populations identified above, potentially ranging from fixed route services to major metros or local anchors to responsive services provided at a subsidy • Ensure that local planning efforts include provisions for commercial corridors and surrounding neighborhoods in existing communities to enhance walkability and options for multi-modal transit 	<p>Long-term (3-5 years)</p>	<ul style="list-style-type: none"> • Creation of roadway need prioritization document • Creation of transportation need summary • Report written, committee formed, # of interventions considered, etc. • # of local planning efforts incorporating provisions for transportation network enhancement
<p>Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.</p>	<ul style="list-style-type: none"> • Support communities at risk for isolation in winter months in efforts to reserve critical supplies to sustain residents through periods of isolation • Collaborate with Caltrans and county partners to accelerate response times for road clearance and maintenance in isolated communities • Explore emerging tools to anticipate response needs and accelerate response times 	<p>Short-term (1-2 years)</p>	<ul style="list-style-type: none"> • Amount and type of additional supplies reserved • Correspondence facilitated, improved average response times • # & summary of emerging tools evaluated

Community & Culture

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies. From the stakeholder engagement sessions to the widely distributed community survey, people contended that neighbors are supportive of one another, that there are opportunities to participate actively within the communities through events and other activities, and that the people of the region are resilient. There are some strong examples of recent collaboration such as efforts to develop a trail system, with stakeholder engagement sessions occurring throughout September 2023. The [Towns to Trails](#) initiative is an effort to connect Eastern Sierra communities to each other and to the region's extensive public lands.

Workshop participants and survey respondents indicated that community and culture, which may encompass a rugged and remote way of life, made the Eastern Sierra region appealing, while also contributing in part to its limited population size. Without a larger tax and income base, many find it difficult to ensure that amenities and services are available, especially in the more rural areas of the counties.

Throughout the stakeholder engagement process, individuals continuously expressed a strong desire for the small-town culture of individual communities in the region to remain intact even as opportunities for economic growth are pursued. They do not want to risk completely losing the appeal of smaller, tight-knit communities, which indicates a need for thoughtful growth strategies.

Other elements that were important to participants in the workshops were quality of life and low crime that many believe to be a direct result of the close relationships in the communities as well as historic preservation and finding new ways to leverage that in the tourism industry to promote a deeper understanding of the region's rich history and culture.

One area of concern in this theme is that engagement of tribal communities was challenging, highlighting the need for proactive outreach and relationship building with tribal communities, creating engagement opportunities that reflect their needs and preferences for inclusion.

Strategies

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Capitalize on strong community engagement to garner support for new initiatives, projects, etc.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

Best Practices

[USDA Resource Guide for Rural Workforce Development](#)

This guide is designed to help communities that are looking for ways to support their workforce needs, including talent attraction and retention efforts. The focus on rural communities is widely applicable to the communities of the Eastern Sierra region.

[Collaborating for Prosperity with American Indians and Alaska Natives](#)

Relationships with tribal communities are critical for helping the Eastern Sierra realize its economic growth potential. This guide demonstrates the many resources and past successes of tribal communities in funding their projects and initiatives for community and economic prosperity.

Funding Opportunities

[California Strategic Growth Council's Community Resilience Centers Program](#)

This program funds new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. Additionally, funding is available for year-round services and ongoing programming that build overall community resilience.

[Community Economic Resilience Fund \(CERF\)](#)

CERF is a statewide opportunities to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

[Next Generation Warning System Grant Program](#)

The Next Generation Warning System Grant Program (NGWSGP) supports investments improving the resiliency and security of public broadcasting networks and systems. It enables public television broadcasters, public radio stations, and more to update their digital capabilities so that information about disasters and emergencies is properly distributed to members of the community, including individuals with disabilities, limited English proficiency, and other accessibility needs.

[Community Heart & Soul Seed Grant Program](#)

The Community Heart & Soul Seed Grant Program provides \$10,000 in funding for resident-driven groups in small cities and towns to start the Community Heart & Soul model. Grant funding requires a \$10,000 cash match from the participating municipality or a partnering organization.

EVALUATION FRAMEWORK: COMMUNITY & CULTURE

Goal: Maintain and capitalize on strong community culture.

Partners/Champions: Community-based organizations, arts and culture partners, emergency services providers/responders, tribal communities

Objectives	Action Items	Timeline	Metrics for Success
Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.	<ul style="list-style-type: none"> • Conduct a mapping exercise to identify all partnerships critical to CEDS execution with point of contact information • Devise an outreach strategy to bring these partners in as stakeholders • Create regular opportunities for these partnerships to engage in the implementation process • Establish regular communication channels and platforms to facilitate information sharing among the partners 	Short-term (1-2 years)	<ul style="list-style-type: none"> • CEDS execution partners map • Creation of outreach strategy • Number of meetings with regional partners
Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.	<ul style="list-style-type: none"> • Effectively educate the public on continuous activities related to the implementation of the CEDS • Provide opportunities for community members to actively participate in the implementation of new initiatives and projects 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Number of region residents participating in activities • Number of agencies and organizations engaged with CEDS implementation • Annual publication and promotion of CEDS progress
Enhance the region's existing quality of life with additional amenities to attract and retain talent.	<ul style="list-style-type: none"> • Support individual communities in their development of achievable plans for talent attraction and retention based on each community's assets and needs • Engage employers about talent retention priorities and strategies • Incorporate natural and cultural assets in local and regional marketing efforts 	Long-term (3-5 years)	<ul style="list-style-type: none"> • See Economic Expansion & Diversification section • Marketing plan updates that reflect incorporation of natural and cultural assets

Objectives

Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.

Action Items

- Designate a point of contact for the region to provide ongoing, focused communication and ensure tribal leadership is engaged in conversations and decisions
- Organize regular engagements with tribal leaders and representatives from tribal communities
- Support each tribal community's ongoing and future economic development initiatives

Timeline

Short-term
(1-2 years)

Metrics for Success

- Number of meetings with tribal representatives and leaders
- Partnerships with tribal communities to support economic development initiatives
- Incorporate plan adjustments recommended by tribal leadership
- # of executed opportunities to support each tribal community's economic development initiatives

Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

- Conduct a comprehensive needs assessment to understand the existing communication landscape throughout the region across government partners and key partners like chambers of commerce and business associations
- Collaboratively develop a comprehensive communication plan that outlines the strategies, tactics, and responsibilities of each participating entity
- Align resources for implementation which may involve securing funding for communication equipment, technology upgrades, and training for relevant staff

Long-term
(3-5 years)

- Completion of needs assessment
 - Adoption of regionwide communication strategy
 - Communications and marketing reach
 - Funding secured for increased capacity related to communications strategy
-

Economic Expansion & Diversification

The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through entrepreneurship, business expansion, and industry diversification.

The Eastern Sierra region is ready to evolve its business and economic development support efforts to build on existing networks that support core industries that include accommodation and food services, manufacturing, health care and social services, agriculture, and other top industries. Core features of any economic development strategy include services to support these business categories:

- Existing businesses seeking to grow or in need of navigating challenges (business retention and expansion)
- Businesses seeking to invest in the region for the first time with a new facility (business attraction)
- Entrepreneurs and small businesses with unique needs related to starting up and scaling a business

With outdoor recreation as a vital component of the business community that impacts employment, visitors, and the region's tax base, it is a strong example of how economic development efforts can make a difference in a region. Efforts to help existing outdoor recreation companies thrive and expand, helping new outdoor recreation businesses find a home and a platform in the region, and providing entrepreneurs and small businesses with tools to start up and grow sustainably in the region are all worthwhile efforts to have available in this region.

Visit California announced in early 2023 the development of an initiative to promote sustainable tourism, and action plans for 12 [regions](#), including the "High Sierra region" which includes the three counties included in this CEDS, will be developed. Many goals for this initiative will complement this plan, including creating responsible travel principles to protect the environment and natural assets and assessment of climate impacts from tourism with mitigation recommendations.

A strong economic development strategy can also leverage existing industrial sector strengths to encourage innovation in areas that are important to stakeholders, such as sustainable tourism or disaster preparedness and response. The region can seek out opportunities and deploy interventions that address key areas of importance to stakeholders, like economic resiliency and protection of precious natural assets, diversifying the economic base of the region while promoting entrepreneurship and sustainability at the same time.

Main street/downtown corridors across the region are a special opportunity that can address several different needs in the region: real estate locations for small businesses, vital resources and collaboration for entrepreneurs, and a continued destination for residents and visitors for lodging, dining, and activities. Business and visitor experiences in downtown corridors can evolve through infrastructure upgrades, façade improvements, and multi-modal transportation enhancements.

Increased opportunities to match available workers with the needs of existing industry would help address workforce concerns that exist for most industry sectors. Like most regions, there is room to improve the skill sets of available workers to better match the needs of existing businesses. Additionally, ensuring that the region's secondary and higher education providers are partners in economic and workforce development efforts can help build a sustainable talent pipeline that meets the needs of the existing and growing industries of the Eastern Sierra. A better understanding of how ancillary services, like childcare provision, affect the dynamics of workforce availability and participation would also assist the region in addressing the labor needs of key industries.

Feedback from elected officials and the public in the region during review of the draft of this document revealed several comments related to what additional opportunities may exist for economic diversification and expansion: agriculture, renewable energy, and mining as examples. A targeted industry analysis would help determine which specific industries are a good fit for additional efforts, and a new recommendation to complete a regional targeted industry analysis is now included.

Objectives

- Build relationships with existing businesses through a formal business retention and expansion (BRE) program and respond to their needs through supportive services and connections to service providers.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs. Downtown corridors are areas of great need in the region as vibrant centers for convention, recreation, and visitors.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals. Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

Best Practices

[Guide to Building a Business Retention & Expansion Program](#) by the University of Wisconsin-Madison Division of Extension

This article provides step-by-step guidance on how to build a BRE program. It emphasizes how both leaders in business support services and government partners can coordinate outreach, use a uniform data collection approach (like a survey) to capture important data points and identify opportunities and barriers related to growth and warning signs of downsizing, closure, etc.

[BRE Resource Library and Program Awards](#) by Business Retention and Expansion International

Business Retention and Expansion International (BREI) is a membership-based organization dedicated to helping communities build and improve formalized BRE programs. They have an extensive resource library and an annual awards program that showcases well-executed and innovative BRE programs. They focus on assisting and supporting smaller, rural communities.

Funding Opportunities

[Rural Community Development Initiative \(RDCI\) Grants](#)

RDCI is a matching-funds program through the US Department of Agriculture designed to assist communities to build capacity in areas of housing, community facilities, and community and economic development projects. Projects can receive \$50,000 to \$500,000 and support efforts related to Business Retention & Expansion programs, entrepreneurial support, childcare facilities, and much more. This funding stream can support efforts in this goal area and others in this CEDS, such as Housing Availability & Land Use.



EVALUATION FRAMEWORK: ECONOMIC EXPANSION & DIVERSIFICATION

Goal: Grow and diversify the regional economy through support of existing and new businesses.

Partners/Champions: Regional economic development organizations, local chambers of commerce, entrepreneurial supportive services

Objectives	Action Items	Timeline	Metrics for Success
Build relationships with existing businesses and respond to their needs.	<ul style="list-style-type: none"> • Build a formal business retention and expansion (BRE) program • Assemble and deploy a network of supportive services and providers to provide technical assistance • Seek funding opportunities to build capacity to grow the BRE program over time 	Medium-term (2-3 years)	<ul style="list-style-type: none"> • Number of BRE visits conducted annually • Established network of service providers and supportive services • Number of firms referred/connected to service providers and supportive services • Tracked outcomes of companies that successfully navigate services/resources
Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.	<ul style="list-style-type: none"> • Leverage existing groups convened by partners like chambers or industry associations and adopt a sector partnership model • Assist industry-identified priorities with supportive services, advocacy, funding efforts, etc. 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Number of industry-specific groups led by industry active in the region • Annual report of successful outcomes from industry groups • Identification and success of industry-specific initiatives
Enhance network of entrepreneurial and small business resources to encourage new business development within the region.	<ul style="list-style-type: none"> • Support and promote opportunities for entrepreneurs to convene, network, and learn • Collaborate with service providers like SBDC, SCORE, and local service providers to bring workshops and trainings to the region • Create a regional asset map of entrepreneurial and small business resources • Develop a plan to address gaps in the regional asset map 	Long-term (3-5 years)	<ul style="list-style-type: none"> • Number of networking events • Number of workshops/trainings • Asset map • Plans to address one or more gaps in the asset map

Objectives	Action Items	Timeline	Metrics for Success
Initiate and support efforts related to real estate solutions that complement industry and residential needs.	<ul style="list-style-type: none"> • Create façade improvement programs for downtown areas • Leverage historic designations to secure funding for building improvements • Establish a revolving loan fund to support investment in real estate solutions that support the needs of businesses • Invest in business district upgrades that improve walkability and bikeability • Revisit and update potential industrial sites in the region and determine priority, viability, funding, etc. 	Long-term (3-5 years)	<ul style="list-style-type: none"> • Establishment of programs • Number of businesses or buildings receiving assistance • Improved walkability scores in main street/downtown districts
Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.	<ul style="list-style-type: none"> • Conduct a workforce and skills gap analysis with asset mapping of workforce and employment services • Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Workforce and skills gap analysis • Asset map of workforce and employment services
Identify additional data-informed opportunities that may exist for economic diversification and expansion.	<ul style="list-style-type: none"> • Conduct a regional targeted industry analysis 	Medium-term (2-3 years)	<ul style="list-style-type: none"> • Completion of analysis • Adoption of recommendations in regional and local economic development efforts

Environmental Resilience & Sustainability

Environmental stewardship and preservation of natural assets is a critical component of the region's vision for the future. Residents emphasized the enjoyment received from accessing and appreciating the landscape and access to recreation as a key feature to quality of life. The region's natural assets are also a key feature of the vitality of the tourism industry and must be preserved and protected for future, long-term enjoyment.

The region's exposure to extreme weather events pass uncertainty, risk, inconvenience, and isolation to businesses and residents. With record snowfall in Winter 2022-2023, some communities only accessible by mountain pass were isolated from the surrounding region for months, unable to access vital resources. Small business owners shared that accessibility challenges in winter months prevent customers from accessing their businesses and impact the revenue that they are able to generate. Additionally, wildfires have occurred throughout the region with increased frequency in recent years, straining the capacity of first responders and threatening residencies and businesses in vulnerable areas.

The State of California releases an updated climate adaptation strategy every three years, most recently in 2021. The current strategy has priorities that include building capacity in climate vulnerable communities, encouraging tribal and local governments to incorporate climate considerations into emergency planning efforts, and to strengthen climate resilience of natural systems. The strategy divides the State into [regions](#) with specific engagement opportunities.

Objectives

- Reduce the challenges experienced by residents and visitors during winter climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.

Best Practices

[Adaptation Clearinghouse](#) by State of California's Governor's Office of Planning & Research

This searchable database includes planning resources, case studies, and tools to support planning and initiatives that help address climate-related challenges and issues. It also highlights plans and initiatives led by tribal communities.

Funding Opportunities

[CoolCalifornia.org](#) Local Government Portal

CoolCalifornia.org hosts a tool kit to assist local governments with the development of a climate action plan with a resource library, interactive map of case studies and examples, and a searchable funding database for sustainability projects.

EVALUATION FRAMEWORK: ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

Goal: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.

Partners/Champions: Local government, emergency services providers/responders, tribal communities, California Climate Adaptation Strategy

Objectives	Action Items	Timeline	Metrics for Success
Reduce the challenges experienced by residents and visitors during climate events.	<ul style="list-style-type: none"> • Create a regional working group that encourages collaboration across the three counties with their current plans, offices, and staff related to emergency response and disaster preparedness • Pursue climate action planning as a region, leveraging resources for greater impact 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Working group established and meeting regularly • Climate action plan for the region
Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.	<ul style="list-style-type: none"> • Designate a group of sustainable tourism champions to plug into state-level initiatives to leverage plans and resources to advance outcomes in the region • Develop regional guidelines to inform and encourage sustainable tourism initiatives and practices 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Sustainable tourism champions identified and actively participating in state-level initiatives • Adoption of state-level sustainable tourism initiatives at the regional level
Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.	<ul style="list-style-type: none"> • Embed sustainable tourism into other plan elements to address workforce, entrepreneurial, and infrastructure needs • Gain support for any needed infrastructure developments like visitor centers, trail systems, amenities upgrades, and more • Sustainable tourism champions identified and actively participating in state-level initiatives 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Sustainable tourism represented in industry-led groups, BRE outreach, entrepreneurial supports and services • Sustainable tourism represented in workforce analysis and mapping

Government Affairs & Advocacy

The Eastern Sierra region would like to see stronger relationships and increased visibility with other leaders in neighboring regions and at state and federal levels where residents do not feel they are valued or heard by those entities. Staff turnover was identified as a contributor to the challenge of building and maintaining strong relationships with key offices.

Community leaders and stakeholder believe that funding sources are available to support the identified needs of the region based on the stakeholder engagement activities, but the region lacks the capacity to seek out, apply for, and successfully secure grant opportunities.

Strategies

- Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.

Best Practices

Local Government Solutions for COVID-19 and Beyond: Grants Management Capacity

[This resource guide](#) is part of a set of documents developed by FEMA in response to the disaster recovery challenges state, local, tribal, and territorial (SLTT) governments have faced; however, these solutions are easily applied outside the context of disaster. Here, grants management capacity is addressed with examples of solutions from varying community types, intended to provide guidance and resources.

Familiarization Experiences

Chambers of commerce and economic development organizations have a best practice of familiarization experiences that are embedded into advocacy or business development programs. Advocacy examples include a Day at the Capital or a DC Fly-in where local stakeholders visit the state or national capital with an agenda to meet with specific lawmakers or agencies to promote their region's priorities on topics like transportation, workforce, etc. Business development programs will often have a familiarization tour for site selection consultants to visit the region and learn more about its assets. State and federal officials and leaders can be invited to the region to experience its assets and needs and create space for local stakeholders to build relationships and discuss top priorities for the region.

Funding Opportunities

[Rural Community Development Initiative Grants in California](#)

RCDI grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes improve housing, community facilities, and community and economic development projects in rural areas.

[Community Economic Development](#)

CED grants are awarded to fund initiatives designed to improve the economic self-sufficiency of low-income individuals in communities with high unemployment and poverty rates through sustainable business development and new employment opportunities helping to create resilient communities that address the needs of individuals, families, and children.



EVALUATION FRAMEWORK: GOVERNMENT AFFAIRS & ADVOCACY

Goal: Promote stronger government affairs & advocacy efforts.

Partners/Champions: Local elected officials, local government entities, state government agencies, federal agency representatives and regional offices, philanthropic and private funders

Objectives	Action Items	Timeline	Metrics for Success
Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.	<ul style="list-style-type: none"> Map all local, state, and federal government agencies who can directly impact the implementation of CEDS strategy recommendations Conduct strategic outreach to these government agencies to pinpoint an effective point of contact for conversations and activities related to the CEDS 	Short-term (1-2 years)	<ul style="list-style-type: none"> Completion of map of target government agencies for collaboration Number of agencies with base relationship and point of contact established
Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.	<ul style="list-style-type: none"> Gather the necessary data to assess the economic impact of the CEDS strategy recommendations and relevant future projects or initiatives Use impact results to communicate the importance of government agency partnership and support to the implementation of the CEDS to stakeholders, policymakers, and the public 	Long-term (3-5 years)	<ul style="list-style-type: none"> Number of economic impact assessments completed Number of presentations, meetings, and communication pieces related to communicating economic impact
Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.	<ul style="list-style-type: none"> Create and maintain database of relevant programs and funding opportunities Designate individuals or create a cross-agency team specifically responsible for researching, identifying, and pursuing funding opportunities Establish relationships with other nonprofits, community organizations, and regional entities and collaborate on grant applications with shared expertise and resources Leverage support and resources available at the state and federal levels to help regions collaborate and access funding 	Medium-term (2-3 years)	<ul style="list-style-type: none"> Creation of funding opportunities database Number of funding applications submitted Number of funding awards Number of partnerships with MOUs and/or letters of intent to collaborate

Housing Availability & Land Use

A vast majority of the land in the Eastern Sierra region is publicly owned, with significant portions under federal and state management or owned by the City of Los Angeles Department of Water & Power to provide water to the LA metro region. Much of the privately-owned land is not located near existing communities and is limited in potential uses by infrastructure costs, demand, or access to amenities. Working within these parameters significantly limits the options available for additional housing development.

The importance of the tourism industry in certain areas of the region is also impacting housing. In tourism-focused areas, high land cost makes it difficult to develop housing for both year-round and seasonal workers. County and local governments throughout the region might seek partnerships with local employers to meet their shared workforce housing needs in the form of affordable housing developments earmarked for workers in a specific industry or location, rental assistance programs, or the development of a land trust for affordable housing.

While the cost of living in the Eastern Sierra region is relatively lower than in many other areas of the state, the lack of available housing could continue to put the region's economy at risk. Due to limited space, efforts to encourage denser multifamily and mixed-use development may help to limit rising housing costs in the area and provide opportunities for the region's workforce to find suitable housing close to employment centers. Zoning policy statewide supports these types of developments despite potential resistance from some community members.

Limited available land also places a high importance on maintaining the quality and integrity of existing structures or determine opportunities for infill redevelopment. Striking a balance between the two will require current conditions assessment and the identification of existing federal and state funding opportunities to make the best use of existing infrastructure while balancing the needs of existing residents and community-members.

Strategies

- Increase available land for private development
- Work to improve housing stock within restrictions on available land
- Expand additional housing options within affordable range for regional workforce

Funding Opportunities

[HUD: Community Development Block Grants](#)

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, homeowner assistance, etc.

[USDA: Multifamily Programs](#)

Multifamily Housing assists rural property owners through loans, loan guarantees, and grants that enable owners to develop and rehabilitate properties for low-income, elderly, and disabled individuals and families as well as domestic farm laborers. The program works with the owners of its direct and farm labor housing loan properties to subsidize rents for low-income tenants who cannot afford to pay their full rent.

[State of California: Homekey Program](#)

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including single-family homes and multifamily apartments and the conversion of commercial properties and other existing buildings to permanent or interim housing.



EVALUATION FRAMEWORK: HOUSING AVAILABILITY & LAND USE

Goal: Increase stock and availability of housing units with a focus on affordability for regional workforce.

Partners/Champions: County planning and zoning departments, City of Los Angeles, Federal and State government entities

Objectives	Action Items	Timeline	Metrics for Success
Increase amount of available land for private development.	<ul style="list-style-type: none"> Explore opportunities to purchase, trade, or lease land from public entities who own or manage land in the region Identify any parcels in unincorporated areas that are eligible for private purchase and explore opportunities to incentivize private purchase and development of these lands 	Long-term (3-5 years)	<ul style="list-style-type: none"> Exploration of processes for land trades, purchase, or lease of public lands Assessment of status of past negotiations and strategic direction for utilization or sale of any procured land
Work to improve and expand housing stock on available land.	<ul style="list-style-type: none"> Identify areas with opportunities for infill redevelopment, in both residential or non-residential zones, to take advantage of existing infrastructure and create additional housing where available land is limited Consider the creation of overlay districts to promote higher density or mixed-use development in nonresidential zones Pursue federal and state funding programs designed to redevelop, improve, or maintain conditions of existing housing stock 	Short-term (1-2 years)	<ul style="list-style-type: none"> Complete housing needs assessment and strategic plan
Expand additional housing options within affordable range for regional workforce.	<ul style="list-style-type: none"> Identify and potentially incentivize opportunities for workforce (low- and moderate- income) housing near employment centers Explore opportunities for employers to contribute to or develop housing for year-round and seasonal employees 	Medium-term (2-3 years)	<ul style="list-style-type: none"> Complete funding scan Convene business resources group and establish workforce housing working group

Appendix

Appendix A: Resolution

The formal adoption of the CEDS by the Eastern Sierra Council of Governments (ESCOG) will take place in the coming weeks after the following groups formally adopt a resolution of support after the finalization of this document: Alpine County, Inyo County, Mono County, Town of Bishop, and Town of Mammoth Lakes. Below is the language planned for the resolution that will be considered by the ESCOG Board of Directors at an upcoming meeting

RESOLUTION NO.

RESOLUTION OF EASTERN SIERRA COUNCIL OF GOVERNMENTS JPA APPROVING THE EASTERN SIERRA COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR ALPINE, INYO AND MONO COUNTIES AS PREPARED AND AUTHORIZING THE STRATEGY TO BE SUBMITTED TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) to be approved by the Alpine County Board of Supervisors, the Inyo County Board of Supervisors, the Mono County Board of Supervisors and the EDA prior to consideration of certain federal funding; and

WHEREAS, A CEDS is a document developed by jurisdictions for the EDA to apply for vital funding for community economic development initiatives; and

WHEREAS, The Counties of Alpine, Inyo and Mono conducted its CEDS process following federal Code of Federal Regulations (CFR), 13 CFR §303.6; and

WHEREAS, The CEDS takes into account and, where appropriate, incorporates or leverages other regional planning efforts, including the use of available federal funds, private sector resources, and state support which can advance a region's CEDS goals and objectives; and

WHEREAS, The CEDS process analyzes existing regional conditions, opportunities, and global economic conditions, leading to a region-specific strategy-driven plan for economic prosperity; and

WHEREAS, The CEDS must be updated every five years to stay relevant with changing economic conditions and to qualify for U.S. Economic Development Administration (EDA) funding assistance under its Public Works and Economic Adjustment Assistance programs; and

WHEREAS, EDA has been an important partner in financing economic development projects; and

WHEREAS, In addition to summarizing the status of the local economy and areas of opportunities, the focal point of the CEDS is identification of projects that may be eligible for federal grant funding; and

WHEREAS, Adoption of the CEDS is a federal requirement which the Alpine County, Inyo County and Mono County, and qualified organizations within the region, must meet to apply to EDA for Public Works or Economic Adjustment Assistance Program grants; and

WHEREAS, the Eastern Sierra Council of Governments serves as a regional joint powers authority representing Inyo County, Mono County, the Town of Mammoth Lakes, and the City of Bishop, and is the appropriate regional organization to serve as the lead agency to submit the CEDS to the EDA; and

NOW THEREFORE BE IT RESOLVED by the Board of the Eastern Sierra Council of Governments JPA that

1. After reviewing the CEDS document attached hereto as Exhibit A, hereby approves the report and authorizes the submission of the CEDS to the EDA.
2. Adoption of this Resolution is not a Project as that term is defined by the California Environmental Quality Act.

Passed and adopted this ___ day of _____

Jeff Griffiths, Chair, Eastern Sierra Council of Governments

ATTEST:

Clerk

Appendix B: CEDS Steering Committee & Participating Organizations

The CEDS Steering committee included community leaders from across the region, as well as representatives from the Rural County Representatives of California (RCRC). The group met regularly to guide the CEDS process and offer perspectives from their respective communities and the region as a whole. The steering committee included:

SARAH BOLNIK

Rural County Representatives of California (RCRC)

BOB BURRIS

Rural County Representatives of California (RCRC)

JT CHEVALIER

Economic Development Director & Public Information Officer, Alpine County

CHRIS EGAN

Rural County Representatives of California (RCRC)

LIZ GRANS

Economic Development Manager, Mono County

BARBARA HAYES

Chief Economic Development Officer, Rural County Representatives of California (RCRC)

DANIEL HOLLER

Town Manager, Town of Mammoth Lakes

ELAINE KABALA

Executive Director, Eastern Sierra Council of Governments

MEAGHAN MCCAMMAN

Assistant County Administrator, Inyo County

SANDRA MOBERLY

Community & Economic Development Director, Town of Mammoth Lakes

TERRANCE ROGERS

Rural County Representatives of California (RCRC)

JEFF SIMPSON

Economic Development Director, Mono County

Appendix C: Verification of the 30-Day Public Comment Period

The 30-day public comment period opened on July 31, 2023 and closed on September 1, 2023. The draft CEDS and an online form for members of the public to freely enter their thoughts were published on ESCOG's website, www.escog.gov, and promoted to the public by members of the steering committee.

All comments submitted during the 30-day public comment period are appreciated and included here to take into consideration to inform next steps as ESCOG and partners across the region take steps to continue planning and execute implementation. ESCOG is also encouraged to review and update the CEDS regularly as more data is gathered and recommendations can become more targeted with specific projects.

While the ESCOG is responsible for developing and maintaining the regional CEDS, the deployment of this CEDS requires efforts to be advanced by many organizations within the ecosystem across the region.

All comments are listed below with the county of the commenter noted (if it was provided). The body of each comment is shared exactly how it was entered into the online comment portal. This includes errors related to spelling, grammar, and punctuation.

PROJECT UPDATES

On July 31, 2023, a draft of the 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS) was made available for public comment. The Eastern Sierra region includes Alpine, Inyo, and Mono Counties. A CEDS is designed to guide a region's economic developments, not to prescribe specific initiatives at the local level.

Members of the public are encouraged to review the draft of the CEDS to learn about the purpose of the document, the process executed to develop the CEDS, and goals and objectives for the region to consider to advance economic interests of the region in the next five years.

The public comment period will close on August 30, 2023. At that time, all public comments received will be reviewed prior to formal adoption of the final version of the Eastern Sierra Region CEDS.

You can review the document and provide comments via our public comment portal at the links below.

[DRAFT EASTERN SIERRA CEDS](#)

[PUBLIC INPUT PORTAL](#)

Comment (with County of representation, if identified)

[Inyo County] Please be aware that government funds used for housing now limits landlords ability to manage those properties. There are new laws regarding this type of funding/loans. Where can the community see the entire ceds package. There was more information shown to the City Council, that is not shown here.

Does the city/county have a list of non-occupied homes in the area? Is there a list of airbnb homes in the area. Two sources of housing that are not mentioned in the ceds.

Response

Flagged for further discussion: The material included in this report constitutes the entire CEDS package, although local governments may discuss a number of topics tangential to the CEDS or in order to inform the CEDS.

Accepted: ocal housing policies and practices vary throughout the CEDS region, and we recommend reaching out to your local elected officials to inquire about such a list. Language has been added to the draft acknowledging the potential effects of second-home ownership and short-term rentals on the housing stock throughout the region.

[Mono County] think long term goals and how to get there with smart growth in mind

Accepted

[Inyo County] Most of this document appears to be boilerplate language that repeats information that is already well known. It appears to make no mention of really expanding on and encouraging the development of mineral extraction within the region which is greatly needed for jobs and construction projects. The area’s history and development was from mining and lumber industry and the resources still exist within the area and aren’t being utilized. The area needs surface mining operations for gravel, DG, cinders, and sand for road construction and maintenance and for private construction projects. Right now, there are no available local sources for that and most of it is hauled into the area from Kern and Nevada. Economic development in the area will benefit from reliable, locally sourced material and this needs to start with BLM, the USFS, State Lands commission, and LADWP who have something to do with mining.

Flagged for further discussion: While the region’s important history as a collection of mining communities is discussed in the CEDS, mining did not emerge as an industry with high growth rates or a large economic impact in the present-day. Expanding mining operations in the region may be further complicated by the lack of available land and environmental conservation and preservation efforts. That said, construction and manufacturing did emerge as growing industries, with wood product manufacturing showing modest growth. These industries may play an important role in the infrastructure needs referenced.

[Inyo County] In the draft CEDS document, the median housing costs seem low, especially housing anywhere near employment opportunities. I’ve always paid almost twice that in rent in the past decade, and it’s increased annually since Covid-19. I assume this uses ACS data. What’s shown doesn’t reflect what full-year, employed residents pay. I’m not sure usual methodology makes sense in a mountain community with such unusual constraints. Those moving here to fill positions needed to grow/diversify the economy will pay much more.

Accepted: Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added. Additionally, a short section titled “Seasonal Homes and Vacancy” has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.

The issue with housing costs and availability is addressed, but may be under-developed in the plan and may need more recent data with more granularity. Perhaps greater segmentation of the data would show more opportunities and a better representation of the issues faced in an economic development framework.

Flagged for further discussion: This comment demonstrates the importance of the recommendation related to conducting a housing needs assessment with a strategic plan.

[Inyo County] More tourism needs to be brought to the 395 corridor of Lone Pine, Big Pine, Independence, etcetera, even Bishop, these communities are dying. Lack of medical, lack of services, lack, lack, lack. Go visit Gardnerville just across the border in Nevada and see a thriving “cute” community. A place you want to visit (not referring to gambling), that has a charm as you drive through and makes you want to stop even if you have no reason to. Right now all these ES 395 cities are basically drive through cities, like flyover states. Make them a reason to visit for tourists to spend dollars, year round. A place that young families will want to come and put down roots and start families. Without opportunity nothing will survive.

Flagged for further discussion

Comment (with County of representation, if identified)

[Mono County] Yes, infrastructure is good and of course so is tourism, which is the life blood for many full-time residents. What we don't want is Disneyland in ML resulting in manifestations of more trash, more cigarette butts, more traffic, more diesel and tail pipe pollution for those of us who enjoy walking and biking around town, and air b and b rental properties continuing to price out and reduce housing opportunities for residents and seasonal mountain employees and the perceived need to cut down trees to build more low income housing, or competition to be the new Vail with continuous sprawl and an ever-expanding footprint into natural lands. (It is upsetting to see a street that is named for what beautiful thing used to be there but was destroyed for the development.) Always take into consideration the environment/ecosystem/climate costs (i.e. removing mature trees and disrupting soil and meadowlands, water, CO2 and methane production/capture). For example, petroleum- based plastic covering on forest soil is a travesty and is flat out wrong on so many levels. This should be banned already. I think your shuttle and City wide/county wide vehicle fleet should be electric with more charging stations around town. THINK OF WAY TO CUT ML'S CARBON FOOTPRINT NOT ADD TO IT!!!! THIS IS OUR #1 RESPONSIBILITY! An effective ZERO WASTE policy and executable and enforceable plan is not an option but a necessity for EVERYTHING that is currently landfilled ASAP; especially with the increase in tourism. In the meantime, hire a team to clean up after them and their cigarette butts (tobacco ban ordinance should be considered). You are correct that all building and expansion must be carried out with the best available science in mind and with the input from tribal representatives for our best shot at resiliency and adaptation to unpredictable and increasingly extreme climate conditions. For example, indigenous peoples hold the knowledge of how to best manage the forest and grasslands. Invite them to take on these important roles, avoid tokenism, and compensate them well for their time to sit at your table and provide input for your plans. Mammoth's beauty is unparalleled. THE BIGGEST THING WE NEED TO DO IS LEAVE IT ALONE AND NURTURE IT. If the tribal members do come to the table, hopefully they will echo that exploitation and growth is not always the best answer. Progress does not always equal development. Thank you for your caring and consideration. I have a full-time job, but I am glad to help pro-bono to implement any or all of the above-mentioned policies and solutions. Respectfully, [REDACTED]

Response

Accepted: We agree that sustainability and conservation of natural resources must be a top priority for the region. We hope that this plan's third focus area, Resilience and Sustainability, addresses the items discussed here. Specifically, we hope that the second objective, "Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism" is embraced as the first step of many towards ensuring that economic growth does not come at the expense of the region's environment and natural resources. The strengthening of tribal relationships and ongoing partnerships with tribal communities is also critical in the implementation of the CEDS.

[Mono County] On Page 9, under Cultural Assets, I would recommend removing mining from the list of things that add to our rich history.

Flagged for Further Discussion

Pg. 11, Add John Muir Trail to the discussion about the backpacking opportunities on the PCT.

Accepted

On page 15, the Median Monthly Housing Costs look low to me. I understand this came from the ACS but are there any other sources? I think if not then we should make note that there is a lack of available housing stock to rent so the Percent of Cost Burdened Household in Figure 8 appears artificially low.

Accepted: Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added.

On page 22, under Air Quality, add information about the challenges faced at the Dry Owens lake bed and Mono Lake with respect to PM 10 particulate matter.

Accepted

A threat we face as a region that I did not see specifically called out is the risk that our rural hospitals face as reimbursement rates continue to be inadequate to cover costs. That poses risks to community members in terms of access and also to local employment because healthcare jobs are a key component of our workforce.

Flagged for Further Discussion

Comment (with County of representation, if identified)

[Inyo County] page 13 (median household income) -- how are these computed? is there a way to compute it for permanent residents?

page 28 (figure 13) -- that figure is gross and not very informative. We should change it from a venn diagram to a table. venn diagrams are typically normalized so the two circles are the same size. This is not the case here, so this shouldn't be a venn diagram. One question about the data here, though: it would be good to know of the large number of people who "live in the selection area, employed outside", how many of those are remote jobs? I ask because those don't really require commuting, which seems to be what this figure is trying to get at (and concluding when they say this figure indicates many residents are seeking jobs outside the region).

SWOT analysis pie charts (pages 30-33): those pie charts aren't well described. I have no idea what they mean from reading the document. For example, in the first one (Access and Connectivity) is this saying that 14% of the respondents think broadband access is the biggest challenge we face? 14% of respondents think it's a problem? 14% think it's an asset that we have? There needs to be some description (at the very least a legend) that says what these graphs are actually showing.

Same comment also applies to the next section -- what are these pie charts indicating? are they indicating what respondents think is the main strength/weakness/issue? it's not clear what those pie charts are saying.

Goal 1: (access and connectivity) -- can you expand on the goal about road conditions? I'm not clear why this is a priority for economic development. is there any indication that our economic development is currently stifled by the lack of road stuff?

Goal 3: I feel like part of diversification should include industries that take advantage of the natural resources we have here (but not like the old-school way of thinking, i.e., mining). I would imagine things like city of bishop has access to a lot of water, so hydroponic growing; or solar farms; the kind of things that make use of our resources to diversify industries but in novel ways. Also, I think we should also look at what kind of remote jobs people in the area are getting, and focus efforts on making sure we have schools to gain the skills needed for those jobs.

Goal 5 (housing): that's a worthwhile goal, but do we really think CEDS is the one that's going to do this?

Response

Accepted: This data is from the American Community Survey. A short section titled "Seasonal Homes and Vacancy" has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.

Flagged for Further Discussion: This figure is not technically a Venn diagram, although it does have the same shape as a Venn diagram. The figure is produced by the US Census Bureau and does not address remote work.

Accepted: Additional language has been added to help clarify the figures referenced.

Accepted: Additional language has been added to help clarify the figures referenced.

Flagged for Further Discussion: Flooding and severe winter weather have, in recent years, caused road closures that render businesses and attractions inaccessible. Transportation infrastructure is vital to the exchange of commerce and workers.

Accepted: An expanded targeted industry analysis has been added to the recommendations.

Flagged for Further Discussion: The CEDS implementation falls on a broad coalition of stakeholders, and the CEDS can be a supporting tool accessing federal funding to support housing if appropriate programs are available.

Comment (with County of representation, if identified)

[Inyo County] Hello and thank you for this strategy report. My name is [Redacted] and I work as [Redacted].

I am very concerned about the absence of local food systems considerations in the current CEDS draft of July 31st. I understand that this may reflect a lack of responses in this domain from your respondents, rather than your own previous omission. However, I believe that the SWOT Analysis results significantly downplay the opportunities for local food systems development and investment.

Considering our location, natural resources, and existing industries, we have very important potential for building up our local food economy through sustainable agritourism development. Many ranchers I have spoken with express a keen need for expanding local meat processing capacities. Restaurants currently have to import much of their food, resulting in lost local revenues sub-par culinary experiences for our region's guests and residents, even with food service being one of our major industries. I would propose that your final report recommend a "local food system assessment." Better yet, if your team can do the research now, please include one as an appendix, as was recently done with the The Bay Area Food Economy: Existing Conditions and Strategies for Resilience, attached to the Bay Area's CEDS). I would be glad to participate in those discussions and bring Tribal stakeholders to the table as best I can.

Thank you,
[Redacted]

[Inyo County] Page 9 – states “around half of the visitors that come to the region come from other areas of California.” Do you know where this info is coming from? Is it possible to add something that addresses the long-haul travelers and international visitors that come to see the iconic places in our region?

Page 9 – consider adding OHV, trail running and horseback riding to the list of activities. Many people also come here for wildlife viewing, birdwatching and landscape photography.

Page 9 – under Natural Assets, should probably say that Death Valley is in the south eastern part of Inyo.

Page 19 – ESTA's Lancaster to Reno route is not daily. It does not run on Sundays and holidays.

Page 28 – This information really surprises me. Is it because so many people live in Alpine County that work in Tahoe or other areas? Is it skewed because of the seasonality of employment in the ski areas?

Lastly, I don't know where exactly this would fit in....

It is mentioned several times that our tourism industry is "robust." That's good, but there is still room for improvement and growth in this sector. Bishop's average annual hotel occupancy is only at 70%. That means we could sell 93K more room nights per year – without building even one more hotel. We've made good progress in smoothing out the severe seasonality, but there is much work to be done there. If we can fill the rooms in the slower season, this would lead to better year-round employment for everyone employed in hospitality.

Also, in speaking about job training/education, it would be good to see some emphasis on improving skills/knowledge of hospitality workers. There are good careers in this sector in management and all of the local hotels and restaurants have trouble finding management level employees. (and the pay is darn good!)

Response

Flagged for Further Discussion: The comment is from an individual affiliated with one of the area's indigenous tribes. The recommendation for a local food system assessment connects other comments and opportunities related to economic diversification and leveraging the tourism industry in the CEDS. This is a strong example of what can come from advancing the objective to “build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.” Because this person expressed a desire to be involved with future issues on this matter, their contact information has been shared with a representative of ESCOG. This may be a great relationship to nurture to help with strengthening connections with tribal communities.

Accepted: This information is from a Tourism Industry study conducted by Mono County. A citation has been added, along with a sentence noting other types of visitors.

Flagged for Further Discussion

Accepted

Accepted

Flagged for Further Discussion: Additional language has been added about the prevalence of second-home owners and their potential effect on the data.

Accepted: The continued growth of the tourism sector (in an environmentally conscious manner) is a focus of recommendations across focus areas. These include BRE programming recommendations, as well as transportation infrastructure improvements to continue to address seasonality.

Flagged for Further Discussion





INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 17, 2023

Reference ID:
2023-4234

Amend the Fiscal Year 2023-2024 EMS - Emergency Medical Services Budget County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Senior Budget Analyst

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2023-2024 EMS - Emergency Medical Services Budget (011404) as follows: increase appropriation in the Professional Services Object Code (5265) by \$15,000 (4/5ths vote required); and
- B) Amend the Fiscal Year 2023-2024 General Fund Contingencies Budget (087100) as follows: reduce appropriation in the Contingencies Object Code (5901) by \$15,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

As your Board knows, negotiations between Cal-Ore Life Flight LLC (DBA Sierra Life Flight) and the County of Inyo continue to move forward and the County is close to finalizing an agreement. In the meantime, in order for services not to be suspended, the County Administrator negotiated another 30-day extension with Sierra Life Flight through November 22, 2023. However, the Board Approved Budget for Fiscal Year 2023-2024 only contained enough funding (\$55,000) to carry the contract through October 22nd. A budget amendment is needed to fund this amendment while negotiations are finalized.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011404
Budgeted?	No	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Funding for the original temporary contract was included, however, payment for Amendment #3 was not.			
Future Fiscal Year Impacts			
Unknown until the EOA is completed next fiscal year.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the budget amendment, however this is not recommended as the budget amendment is needed to cover Amendment #3 to the Agreement between Cal-Ore Life Flight LLC and the County of Inyo to continue services until a final agreement comes before your Board.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

- 10/11/2023
- 10/11/2023
- 10/11/2023
- 10/12/2023
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