



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). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING July 18, 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) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.**
- 3) **Public Employment – Pursuant to Government Code §54957 – Title: HHS Director.**
- 4) **Conference with Legal Counsel - Anticipated Litigation - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.**
- 5) **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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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.)

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

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

- 10) **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 July 11, 2023.
- 11) **Contract with Gibbs Giden for Legal Services**
County Counsel | John Vallejo

Recommended Action:
 - A) Declare Gibbs Giden Locher Turner Senet & Wittbrodt LLP, a California limited liability law partnership (the "Firm"), a sole-source provider of legal services;
 - B) Approve the agreement between the County of Inyo and the Firm for the provision of legal services in an amount not to exceed \$100,000 contingent upon the Board's approval of future budgets; and
 - C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 12) **Mental Health Services Act (MHSA) FY 2022-2025 Plan**
Health & Human Services - Behavioral Health | Marilyn Mann

Recommended Action: Approve the Mental Health Services Act (MHSA) Integrated Three Year Plan (FY 22/23 through FY 24/25) in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign the plan, County Certification Form, and fiscal attestation form.

13) **McLaren Lane Road Closure**

Public Works | Michael Errante

Recommended Action: Approve the closure of McLaren Lane in Bishop between the hours of 8:00 a.m and 2:00 p.m on Monday, July 31, 2023 for the purpose of Southern California Edison workers replacing a utility pole.

14) **Commercial Hangar Lease Agreement with REACH Air Medical at the Bishop Airport**

Public Works | Ashley Helms

Recommended Action: Approve and ratify the lease agreement between the County of Inyo and REACH Air Medical Services, LLC DBA Cal-Ore Life Flight, LLC of Sacramento, CA for the real property described as 770 Airport Rd., Bishop CA, for an amount in year one of \$3,800 per month for the period of January 1, 2023 to December 31, 2027, with four two-year options to extend through December 31, 2035, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

15) **Bishop Chamber of Commerce and Visitors Bureau Marketing Update**

County Administrator | Nate Greenberg, Tawni Thompson
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Hear a report from the Bishop Chamber of Commerce and Visitors Bureau on the results of the FY 22-23 County of Inyo marketing campaign.

16) **Coast 2 Coast Public Safety EMS Service Update**

County Administrator - Emergency Services & Health & Human Services | Marilyn Mann
40 minutes (10min. Presentation / 30min. Discussion)

Recommended Action: Receive a report from Coast2Coast Public Safety regarding provision of EMS Services in Bishop and the surrounding area.

17) **2023-2024 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, and Schedule**

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

Recommended Action: Adopt the 2023-2024 Fiscal Year Lower Owens River Project Annual Work Plan, contingent upon approval by LADWP.

18) **Grant Agreement with Eastern California Water Association for Automatic Read Water Meters**

Public Works | Michael Errante
20 minutes (5min. presentation / 15min. discussion)

Recommended Action:

- A) Authorize acceptance of the allocation of the \$558,000.00 grant for the Laws, Independence, and Lone Pine Meter Replacement Project;
- B) Approve the agreement between the County of Inyo and Eastern California Water Association (ECWA) of Coleville, California for the provision of grant funding in an amount not to exceed \$558,000.00 for the period of June 14, 2023 to April 1, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- C) Authorize the Public Works Director to sign any documents required to accept these grant funds on behalf of the County of Inyo.

19) **Draft Eastern Sierra Comprehensive Economic Development Strategy (CEDs)**

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

Recommended Action: Receive presentation from County staff on the Draft Eastern Sierra Comprehensive Economic Development Strategy (CEDs) prepared by TPMA, Inc. and provide feedback.

ADDITIONAL PUBLIC COMMENT & REPORTS

20) **Public Comment**

Comments may be time-limited

21) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3970

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 July 11, 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 July 11, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 7/13/2023
Final Approval - 7/13/2023

MINUTES



County of Inyo Board of Supervisors

July 11, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on July 11, 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, 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 there was nobody wishing to speak.

Closed Session

Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Sierra Club and OVC v. LADWP et. al.* Case No.: S1CVCV01-29768; No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 potential case; No. 4 **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: 2 potential cases; No. 5 **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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 5A **Public Employment – Pursuant to Government Code §54957** – Title: HHS Director.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:09 a.m. with all Board members present.

Pledge of Allegiance

Undersheriff Juan Martinez led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

Employee Service Recognition Awards

The Board recognized the following employees who reached service milestones during the Second Quarter of 2023, many of whom were in attendance to receive their commemorative pins:

- Cynthia Draper, 5 years – Planning
- Katie Bardonnex, 15 years – Assessor
- Laura Piper, 25 years and Zach Nelson, 10 years –Water
- Jorge Alvarado, 5 years and Lisa Vetter, 5 years – Probation
- Jody Veenker, 15 years; Paulette Erwin, 10 years; and Deanna Briggs, 5 years – Health & Human Services
- Shannon Platt, 30 years; Gordon Moose, 15 years; Katy Paterson, 5 years; and Cherish Hegi, 5 years – Public Works

- Gabriel Mesquitez, 5 years – Agriculture
- Jayme Westervelt, 5 years –Information Services
- Carma Roper, 25 years; Katie Bird, 15 years; Irving Perez Esquivel, 5 years; Esteban Vega, 5 years; and Melissaann Nelms, 5 years – Sheriff's Department
- Marilyn Mann, 25 years – Health & Human Services
- Jerry Oser, 20 years – Environmental Health

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda and public comment was given by Lauralyn Hundley.

County Department Reports Treasurer Tax-Collector Alicia McMurtrie reported on the successful transition of County accounts from Union Bank to U.S. Bank, with the addition of Brinks armored transportation services, and thanked everyone involved for their assistance and expertise.

Deputy Public Works Director Shannon Platt provided an update on the runoff situation.

Ag Commissioner Nathan Reade updated the Board on mosquito abatement activities.

Acting Water Director Holly Alpert reported on Lower Owens River flows.

Clerk-Recorder Danielle Sexton announced updates to her webpage, including the addition of an ecommerce feature to allow people to pay for and download historical records.

Chief Probation Officer Jeff Thomson provided the Board with legislative updates.

Emergency Services Manager Mikaela Torres reported on recent training exercises and opportunities. She also updated the Board on the status of local disasters and said she is still collecting damage information via a survey at www.ready.inyo.us.

Clerk of the Board – Approval of Minutes Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meetings of June 27, 2023 and the special Board of Supervisors meeting of June 28, 2023. Motion carried unanimously.

CAO – Silver Peaks Affordable Housing Project Letter of Support Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve a letter of support to the California Department of Housing and Community Development (HCD) on behalf of the Silver Peaks Limited Partnership's application to the Multifamily Housing Program. Motion carried unanimously.

Environmental Health – Inyo/Mono County CUPA Services Contract Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract amendment between Inyo County and Mono County for the Provision of Certified Unified Program Agency (CUPA) Services. Motion carried unanimously.

HHS – Health Management Associates Inc./CA Medication Assisted Treatment Expansion Project MOU Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the Memorandum of Understanding between the County of Inyo and Health Management Associates, Inc. of Lansing, MI for the provision of medication assisted treatment of opioid addiction in the county's jail and drug court in an amount not to exceed \$85,000 for the period of June 1, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS – CA Department of Public Health Agreement #22-1130 Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development in an amount not to exceed \$72,573.00 for the period of February 1, 2022, through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign. Motion carried unanimously.

Public Works – Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the Fiscal Year 2022-2023 Federal Apportionment Program Federal Exchange and State Match Program,

<i>Federal Apportionment Program Federal Exchange and State Match Program Agreement No. 23-5948(106)</i>	Agreement No. 23-5948(106), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and authorize the Chairperson to sign. Motion carried unanimously.
<i>Planning – Ordinance No. 1299 (MWELo Permit Fee)</i>	<p>Planning Danielle Visuano provided background information on the State Mandated Water Efficient Landscape Ordinance (MWELo) and explained the need for County established fees to recover costs processing of landscaping permits under MWELo.</p> <p>Board members directed staff to make the permitting process less onerous on property owners.</p> <p>Chairperson Roeser began the public hearing at 11:47 a.m., and with no one wishing to provide public comment, the Chairperson closed the public hearing at 11:47 a.m.</p> <p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Ordinance No. 1299 of the Board of Supervisors of the County of Inyo, State of California, adding sub sections 3.60.020(A)(22) and 3.60.020(A)(23) to the Inyo County code pertaining to the Planning Department service fee and cost schedule, correcting the effective date to be 60 days following approval, not 30. Motion carried unanimously.</p>
<i>CAO – Design Path Studio Contract</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Design Path Studio of Encinitas, CA for the provision of architectural design services in an amount not to exceed \$80,000 for the period of June 6, 2023 through December 31, 2023, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Closed Session</i>	Chairperson Roeser recessed open session at 12:27 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 5 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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 5A Public Employment – Pursuant to Government Code §54957 – Title: HHS Director.
<i>Recess/Reconvene – Board of Equalization</i>	Chairperson Roeser reconvened from closed session as the Inyo County Board of Equalization (separate minutes) at 1:19 p.m. with all members present. The Chairperson adjourned the Board of Equalization meeting at 2:08 p.m. to reconvene as the Board of Supervisors with all members present.
<i>CAO-Emergency Services – Department Overview</i>	Emergency Services Manager Mikaela Torres and Wildfire Preparedness Coordinator Kristen Pfeiler provided a presentation on the functions and available resources through the Office of Emergency Services.
<i>Public Comment</i>	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.
<i>Board Member & Staff Reports</i>	Supervisor Kingsley said he attended a Great Basin Air Pollution Control District meeting last week in Markleeville and also met with Kim Stringfellow who is working on a reenactment event for the 100 th anniversary of taking over Alabama Gates.

Supervisor Marcellin said he attended meetings with the Rural Fire District and constituents and will be attending a Bishop Creek Water Association meeting tonight.

Supervisor Orrill said she had a good Fourth of July in Bishop and has continued meeting with department heads.

Supervisor Roeser said she attended the Fourth of July parade in Independence, the Fourth of July barbeque in Big Pine, and the Great Basin Air Pollution Control District meeting in Markleeville.

Supervisor Griffiths said he attended Fourth of July events in Bishop and shared information about proposed short-term rental tax legislation.

CAO Greenberg said he, Senior Budget Analyst Denelle Carrington and Auditor Amy Shepherd have begun meeting with departments in advance of the FY 23-24 budget; participated in an area managers meeting last week; and has been working with staff to obtain a consultant to analyze short- and long-term strategies for fixing the public safety radio system. He also recognized Risk Manager Aaron Holmberg for receiving a 100% in an audit by PRISM.

Closed Session

Chairperson Roeser recessed open session at 3:13 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 5 **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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 5A **Public Employment – Pursuant to Government Code §54957** – Title: HHS Director.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 4:45 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 4:45 p.m. to 8:30 a.m. Wednesday, July 18, 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



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3967

Contract with Gibbs Giden for Legal Services County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

- A) Declare Gibbs Giden Locher Turner Senet & Wittbrodt LLP, a California limited liability law partnership (the "Firm"), a sole-source provider of legal services;
- B) Approve the agreement between the County of Inyo and the Firm for the provision of legal services in an amount not to exceed \$100,000 contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County is in need for specialized outside counsel for a potential upcoming litigation matter.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund	Budget Unit	011809
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Up to \$100,000. There is sufficient fund balance to cover this contract at this time.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to engage with Gibbs Giden for legal services. This is not recommended due to the important nature of the work we expect the Firm to perform for the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Agreement for Legal Services

APPROVALS:

John Vallejo	Created/Initiated - 7/12/2023
John Vallejo	Approved - 7/12/2023
Darcy Ellis	Approved - 7/12/2023
Denelle Carrington	Approved - 7/13/2023
Amy Shepherd	Approved - 7/13/2023
Nate Greenberg	Final Approval - 7/13/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 18th day of July, 2023, by and between COUNTY OF INYO, a political subdivision of the State of California (the "County"), and GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP, a California limited liability law partnership (the "Firm").

RECITALS

A. County, pursuant to its authority under all applicable law, desires to contract with Firm to provide legal services for the County as may be requested or required by the County Counsel, including, without limitation, special legal counsel in connection with a dispute that has arisen regarding the Inyo County Consolidated Office Building in Bishop, California, as well as other general advice on a day-to-day basis relating to public bidding, contracting, environmental, insurance, risk management issues, claims resolution and related legal services.

B. Firm is qualified to, and desires to, perform the foregoing professional services as necessary for the support of County Counsel and the County Board of Supervisors.

C. County and Firm wish to provide for the terms and conditions of retaining and employing Firm to provide legal services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Retention of Firm, Identification of Individual Legal Counsel.

The County hereby retains and employs the Firm to provide legal services as may be requested or required in support of County Counsel or the County Board of Supervisors. County and the Firm understand and agree that Theodore L. Senet, Esq. will serve as the Firm's liaison to County Counsel regarding all services hereunder. Services hereunder shall include, but are not necessarily limited to, special legal counsel services relating to the Inyo County Consolidated Office Building in Bishop, California, and for general legal advice, in an amount not to exceed one hundred thousand dollars (\$100,000) without a signed written amendment to this Agreement approved by County Counsel.

2. Independent Contractor.

The Firm, and any attorneys or other persons employed by the Firm, shall at all times be considered independent contractors and not employees of the County, and shall not be entitled to any benefits of County's employees. Except to the extent provided herein, the County and its employees shall not have any control over the conduct of the Firm.

3. Fees, Costs, and Expenses.

3.1 The County agrees to pay the Firm at the rates set forth in Exhibit "A," which is attached hereto and is incorporated herein by reference.

3.2 The County agrees to pay out-of-pocket costs and expenses associated with the Firm's work pursuant to Exhibit "A."

4. Statements/Task-Billing. The Firm shall prepare and present to the County detailed monthly statements for professional and other services rendered to the County for the month preceding the statement, indicating each task performed by Firm. County shall pay the statements within thirty (30) days of receipt of the same. The Firm shall update County, upon request, regarding the status of Firm's billings.

5. Insurance and Indemnification.

5.1. The Firm shall carry Professional Liability/Errors and Omissions insurances in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.

5.2. The Firm agrees to indemnify, defend and hold harmless, the County, its County Board of Supervisors, officers, agents, and employees from and against any claim, demands, damages, injury or judgment which arises out the negligent performance or willful misconduct of Firm in performing under this Agreement.

6. Term and Termination. The term of this Agreement shall continue until terminated by either party. The Firm shall serve under the terms of this Agreement at the pleasure of the County Counsel. The County hereby reserves the right to terminate this Agreement upon ten (10) days' written notice to the Firm for any reason or to require substitute Counsel personnel. In the event that the Firm's services are terminated, all unpaid charges shall be due and payable to the Firm for work actually performed up to the time of termination and for any other work that the Firm completes at the direction of the County. The Firm may terminate this Agreement, with or without cause, upon ninety (90) days' written notice to the County.

7. Notice. Any notices required by this Agreement shall be given by delivery of such notice by first-class mail, postage prepaid and concurrently by email. Such notices shall be addressed to each party at the address listed below. Either party may change the information in such notice upon written notice as provided herein.

County of Inyo
224 N. Edwards St.
Independence, CA 93526
Attn: John-Carl Vallejo, County Counsel
Phone:(760) 878-0229
Email: jcvallejo@inyocounty.us

Gibbs Giden Locher Turner Senet & Wittbrodt LLP
12100 Wilshire Boulevard, Suite 200
Los Angeles, CA 90025
Attn: Theodore L. Senet, Partner
Phone:(310) 734-3311
Email: tsenet@gibbsgiden.com

8. County Officers and Employees; Non-Discrimination.

8.1 No officer or employee of the County shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the County or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 The Firm acknowledges that no officer or employee of the County has or shall have any direct or indirect financial interest in this Agreement nor shall the Firm enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. The Firm warrants that the Firm has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

8.3 In connection with its performance under this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Firm shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis.

9. Conflicts of Interest. The Firm represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided to the County under this Agreement, except with the County’s express written consent and in the County’s sole discretion. The Firm represents that no County employee or official has a material financial interest in the Firm. During the term of this Agreement and/or as a result of being awarded this contract, the Firm shall not offer, encourage or accept any financial interest in the Firm’s business from any County employee or official.

10. Files. All legal files of the Firm pertaining to the County shall be and shall remain the property of the County. The Firm shall control the physical location of such legal files in a secure and accessible location during the term of this Agreement and be entitled to retain copies of such files, at Firm’s expense, upon termination of this Agreement. The County agrees that the Firm may, in its discretion, maintain all or part of the County’s client file in electronic format. The Firm may store part or all of the County’s documents using secure cloud storage services. If the Firm elects to use cloud storage services, the Firm shall apply all reasonable methods to maintain the confidentiality of County’s files, just as it does for the County’s non-digital information. The County’s data will be password protected and encrypted using currently available technology. The County may obtain information from its files by written request to the Firm.

11. Modifications to the Agreement. Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm’s professional services to be rendered hereunder shall require the written approval of the parties. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the County.

12. Assignment and Delegation. This Agreement contemplates the personal professional services of the Firm and it shall not be assigned or delegated without the prior written consent of the County. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest and where otherwise agreed to by the parties hereto.

13. Legal Construction.

13.1 This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed under the laws of the State of California.

13.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

13.3 The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

14. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement and represent that they are authorized to bind their respective parties.

COUNTY OF INYO

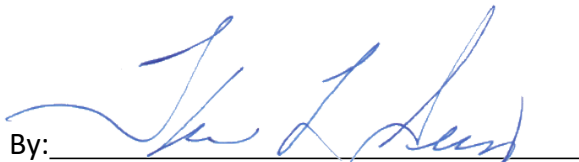
Dated: _____

By: _____

Jennifer Roeser, Board Chair
Inyo County Board of Supervisors

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT
LLP

Dated: 7/12/2023

By:  _____

Theodore L. Senet, Partner

EXHIBIT "A"

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP Rates and Billing Practices

1. **Rates:** Effective January 1, 2023, the hourly rates for legal personnel on this matter are as follows:

Theodore L. Senet	\$	375.00/hour
Other Partners	\$	350 - \$375/hour
Associates	\$	300 - \$325/hour
Paralegals/Law Clerks	\$	200.00/ hour

2. **Billing Practices:** Time is charged in minimum units of one-tenth (. 1) of an hour.

The time charged will include the time spent on telephone calls relating to the County's matters, including calls with the County, witnesses, opposing counsel, court personnel, state filing agencies, vendors, and other necessary telephone calls. The legal personnel assigned to the County's matters may confer among themselves about the matter, as required and appropriate. The Firm will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

3. **Costs and Other Charges:**

(a) The Firm may incur various costs and expenses in performing legal services under this Agreement. The County agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, conference call service charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the IRS mileage rates, all costs and expenses will be charged at the Firm's cost.

(b) Out of town travel. The County agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by the Firm's personnel. The Firm will obtain prior written approval on traveling expenses exceeding \$300.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of County's matter, it may become necessary to hire expert witnesses, consultants or investigators. County agrees to pay such fees and charges. Firm will select any expert witnesses, consultants or investigators to be hired, and County will be informed of, and have the opportunity to consent to, any and all persons chosen and their charges.

(d) Other Fees. The County understands that if any matter proceeds to court action or arbitration, the County may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of the County.



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

July 18, 2023

Reference ID:
2023-3887

Mental Health Services Act (MHSA) FY 2022-2025 Plan Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Approve the Mental Health Services Act (MHSA) Integrated Three Year Plan (FY 22/23 through FY 24/25) in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign the plan, County Certification Form, and fiscal attestation form.

BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to CA 9 CCR, Section 3300, development of the MHSA Three-Year plan is informed by a Community Planning Process. Meetings were conducted with local stakeholder input, consumers, and community partners to address needs and gaps in services. In addition, surveys were distributed to consumers and stakeholders and data was then evaluated to inform services and programs.

Key informant interviews were conducted between March of 2022 through January of 2023 with law enforcement, Northern Inyo Hospital, Southern Inyo Hospital, Toiyabe Indian Health Project, Bishop Unified School District, Bishop Fire Department, Bishop Police, and other community-based agencies to determine the gaps in providing emergency housing and crisis care and how to best develop a Continuum of Care as the needs increase and staff resources decrease.

In accordance with the requirement for a 30-day comment period, we posted our plan on the County website on June 6th, 2023 and disseminated the plan throughout the County. We held a public hearing on July 6th, 2023 at the Consolidated Office Building in Bishop to incorporate public comment into the draft of the Plan. At this time, our Behavioral Health Advisory Board reviewed and approved the Plan.

The MHSA plan is comprised of the following components:

Community Services and Supports (CSS). The intention of CSS is to stabilize people in our communities, keep them safe and out of the hospitals by providing an integrated scope of services as informed by the Community Planning Process. CCS funding supports the following services and programs:

- Client-driven groups, meals, case management, shower and laundry services at the Wellness Centers in Bishop and Lone Pine
- Friendly Visitor Program
- Full Services Partnerships
- Four beds at the Progress House

Prevention Early Intervention (PEI). PEI funding supports services for elder adults, children and families through the following programming:

- “Ask a Nurse” days at Wellness Centers and Senior Centers once per month where elder adults may receive information and wellness checks.
- Behavioral health nurses provide outreach to adults in isolated areas to identify early onset of depression, or an escalation of symptoms related to PTSD and chronic substance use.
- Transportation to local events, routine behavioral health visits, primary care appointments, and social events.
- FIRST (Families Intensive Response Strengthening Team) – A Wraparound model to address the needs of high-risk families.
- PC Care – An evidence-based parent training modality to improve parent-child interaction and promote healthy attachment.
- Suicide prevention and crisis response training.
- Stigma Reduction education – BIPOC training, community collaborative meetings to raise awareness of race-based and historical trauma.

Innovations (INN): INN funds approved innovations projects during each 3-year funding cycle. The Proposed Innovations Project for 2023-24 is Genesight Testing. This proposed project would make Genesight testing available to jail inmates and to beneficiaries receiving outpatient psychiatric care. The purpose of Genesight testing would be to match genetic profiles and psychotropic medications to determine efficacy according to genetic profiles. This test would provide a more accurate way of identifying which medications are likely to be most effective in the treatment of symptoms of mental health disorders.

Workforce Education and Training (WET). When the original WET Plan was approved, HHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of training to benefit the workforce. In a small rural isolated community, offering training for community members to become Peer Support staff, Parent Partners (Promotores), and to provide basic crisis response makes sense. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our training, which includes community partners and other County agencies.

Capital Facilities and Technology (CFTN) Funding has been used for an Electronic Health Record upgrade to Credible, which was implemented in January 2023. CFTN funds will also be used for Wellness Center and Progress House structural improvements and for preliminary planning for MHSA Modernization.

Because of the anticipated changes to MHSA beginning in 2024, 35% of our total MHSA allocation may be reserved for housing and comprehensive treatment. The total budget for MHSA modernization for Inyo County could range between \$748,042 and \$1,053,344 for the duration of the Three-Year Plan.

FISCAL IMPACT:			
Funding Source	State MHSA funds	Budget Unit	505303
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Funds are deposited into the MHSA trust and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked and transfers occur quarterly.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the MHSA Three Year Plan. This would prohibit further use of these funds until an acceptable Plan that can meet MHSA regulations can be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo MHSA FY 2023-25 Three-Year Plan
2. Certification Form
3. MHSA Compliance Certification

APPROVALS:

Marilyn Mann	Created/Initiated - 6/21/2023
Darcy Ellis	Approved - 6/22/2023
Kimball Pier	Approved - 7/6/2023
Anna Scott	Approved - 7/11/2023
Melissa Best-Baker	Approved - 7/12/2023
Marilyn Mann	Approved - 7/12/2023
Nate Greenberg	Final Approval - 7/12/2023

County of Inyo

2022-25 MHSA THREE-YEAR PLAN

Final Draft – July 9, 2023

Kimball C. Pier
7-8-2023

MHSA THREE-YEAR PLAN 2022-25

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INYO COUNTY MENTAL HEALTH SERVICES ACT- THREE YEAR PLAN 2022-2025

County Demographics and Description

Inyo County is the second largest county in California encompassing 10,192 square miles and is the second most sparsely populated after Alpine County, one of California’s smallest rural counties. According to the 2020 census, the population of Inyo County was 19,016 citizens. The population is concentrated in Bishop, (population 3,879) West Bishop (population 2,607), Lone Pine, (population 2,035), Big Pine (population 1,756) and The Bishop Paiute Tribal Community (population 1,588). All of these communities are located along the Owens Valley beneath the Eastern crest of the Sierra Nevada. Inyo County has the highest point in the contiguous United States; Tumanguya (Mt. Whitney) at 14,505 ft., and the lowest point in the contiguous United States at Badwater in Death Valley at 282 feet below sea level.

Bishop and the smaller communities in Inyo County have suffered as a result of the pandemic, causing the closures of numerous small businesses as well as some of the larger businesses. The pandemic also brought with it a significant increase in substance use, and concurrent spikes in symptoms for individuals with existing mental health disorders, and emergence of depression, anxiety, and trauma-related symptoms especially for our adolescent and elder populations.

In addition, during summers of 2020 and 2021, California experienced some of its worst wildfires the outcomes of which were even more restricted activity and isolation for those experiencing medical problems and mental health problems associated with isolation, loss of employment, lack of financial resources, and families struggling to work while having children home from school.

At this time, Inyo County Behavioral Health Services is developing new approaches and building out existing approaches that match the intentions and goals of CSC (Coordinated Specialty Care) and CalAIM, an acronym for “advancing and innovating Medi-Cal). We are implementing a “whole person” approach to treatment and being innovative in ways we can meet the needs of our community members. In particular, staff have participated in TIC (Trauma Informed Care) training, and we are also participating in JEDI (justice, equity, diversity, and inclusion) training and we are focused on being a trauma-informed county by incorporating the principles of TIC and JEDI in all our work.

The majority of Inyo County’s population identify as Euro-American, with next largest segment identifying as LatinX or Mexican, and the next largest, indigenous tribal members. Based on the 2020 census, 66% identify as white; 19% identify as Hispanic or of Latino origin. Given the LatinX population which has grown 3.7% since the last census, Spanish is a threshold language for Inyo County, and we are challenged to find ways to meet our Spanish-Speaking client’s needs in behavioral health and substance use disorders services. service.

The federally- recognized “Native American” (indigenous) nations in Inyo County are the Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Reservation, Lone Pine Paiute Shoshone Reservation, and Timbisha Shoshone Tribe. The Timbisha Shoshone Tribe, located in Death Valley National

Park, is the only tribe located inside a national park in the US.

Settlement within Inyo County by Euro-Americans within the past one hundred fifty years has had significant consequences for the indigenous tribes of Inyo County. Most significant of these are the impact on the physical, spiritual, and mental health,¹ and for whom historical trauma is strongly correlated with higher incidences of addiction-related health problems, mental health problems related to trauma, and disproportionate numbers of justice-involved individuals.² The combination of multi-generational trauma compounded by substance use disorders is often stigmatized in ways that prevent people from feeling welcome or safe in seeking recovery or healing services. Seeking culturally relevant healing services is particularly challenging when our State and County governed behavioral health systems are grounded in a Western medical paradigm and allow no room for practices and methods that fall outside of the Western medical model.

The health issues experienced by people of color and particularly indigenous people include diabetes, hypertension, heart disease, obesity, increased rates of and colon cancer, which are related to diets high in salt, sugar, and fat. Immune-related disorders and inflammatory conditions are also related to acute and chronic trauma. The effects on mental and spiritual health are correlated with transgenerational and historical trauma, the symptoms of which manifest in substance use and dependence, depression, anxiety, bipolar disorders, and post-traumatic stress disorder among other illnesses that occur disproportionately among Indigenous People and people of color.

Finally, we have a disproportionate number of indigenous people and people of color in jail who need rehabilitative and recovery services. As it is, Inyo County, like most other rural counties, lack the infrastructure to provide safe, secure housing for justice-involved clients who require a higher level of care. The jail serves as the “de facto” psychiatric hospital which is true for many rural counties where resources are few for individual who are substance-involved, mentally ill, and experience chronic homelessness. We are striving to build out services in the jail and to make our re-entry services more robust.

¹ Spillane, N. S., Schick, M. R., Kirk-Provencher, K. T., Nalven, T., Goldstein, S. C., Crawford, M. C., & Weiss, N. H. (2022). Trauma and Substance Use among Indigenous Peoples of the United States and Canada: A Scoping Review. *Trauma, Violence, & Abuse*, 0(0). <https://doi.org/10.1177/15248380221126184>

Inyo County, California - Demographic Profile
(NH = Non-Hispanic)

Race / Ethnicity	Pop 2010 ^[16]	Pop 2020 ^[17]	% 2010	% 2020
White alone (NH)	12,296	11,035	66.30%	58.03%
Black or African American alone (NH)	102	85	0.55%	0.45%
Native American or Alaska Native alone (NH)	1,895	2,189	10.22%	11.51%
Asian alone (NH)	229	273	1.23%	1.44%
Pacific Islander alone (NH)	15	13	0.08%	0.07%
Some Other Race alone (NH)	21	87	0.11%	0.46%
Mixed Race/Multi-Racial (NH)	391	935	2.11%	4.92%
Hispanic or Latino (any race)	3,597	4,399	19.40%	23.13%
Total	18,546	19,016	100.00%	100.00%

The

Toiyabe Indian Health Project established in 1968 serves eight tribes along the eastern slope of the Sierra Nevada and Death Valley. Services available for tribal members include medical, dental, dialysis, optometry, behavioral and substance use disorders services, and pharmacy services. Inyo County Behavioral Health Services plans collaborative work in serving clients who need Intensive Outpatient Treatment groups and who may qualify for supportive services such as case management and specific groups for improving life skills and improving physical well-being. These services are located at Wellness Centers in Bishop and Lone Pine and will be funded by MHS Community Services and Supports (CSS).

Economic conditions in Inyo County may impose hardships on many families and individuals due to the combination of a high cost of living and limited work availability. Inyo County relies heavily on tourism and government services to support the economy. Many available jobs are in the service industry or are seasonal. It is difficult to find entry level jobs for persons with a disability. The median family income in Inyo County is slightly below the 60% marker of the median family income for California as a whole.

Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022:

Source: BHC MHP QRO Final Report – FY 22-23

The Statewide (Penetration Rate) PR is 4.34 percent, with an average approved claim amount of \$7,478. Using PR as an indicator of access for the MHP, the MHP’s PR of 6.84 percent was 57.6 percent greater than the statewide rate, and the average claim amount of \$5,896 was 21.1 percent less than the statewide average.

MHP Annual Beneficiaries Served and Total Approved Claim

Year	Annual Eligibles	Beneficiaries Served	Penetration Rate	Total Approved Claims	AACB
CY 2021	6,300	431	6.84%	\$2,541,371	\$5,896
CY 2020	5,835	412	7.06%	\$2,302,022	\$5,587
CY 2019	5,493	356	6.48%	\$1,256,009	\$3,528

*Total annual eligibles may differ in Tables 3, 4, and 7 due to rounding of different variables in calculating the annual number of eligibles based upon average of the monthly eligibles.

- Annual eligibles, beneficiaries served and AACB increased each year from CY 2019 to CY 2021. The PR declined from CY 2020 to CY 2021 (7.06 percent vs. 6.94 percent.)

Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021

Age Groups	Annual Eligibles	# of Beneficiaries Served	Penetration Rate	Similar Size Counties Penetration Rate	Statewide Penetration Rate
Ages 0-5	720	-	-	1.71%	1.96%
Ages 6-17	1,478	134	9.07%	8.65%	5.93%
Ages 18-20	286	<11	-	7.76%	4.41%
Ages 21-64	3,157	220	6.97%	8.00%	4.56%
Ages 65+	660	43	6.52%	3.73%	1.95%
Total	6,301	431	6.84%	7.08%	4.34%

- PRs exceeded statewide rates for all ages except those ages 18-20. PRs exceeded similar sized county rates for those aged 0-5, 6-17, and 65 and over.

Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	25	5.80%
Threshold language source: Open Data per BHIN 20-070		

The race/ethnicity data can be interpreted to determine how readily the listed race/ethnicity subgroups comparatively access SMHS through the MHP. If they all had similar patterns, one would expect the proportions they constitute of the total population of Medi-Cal eligibles to match the proportions they constitute of the total beneficiaries served. Table 7 and Figures 1–9 compare the MHP’s data with MHPs of similar size and the statewide average.

Table 7: PR of Beneficiaries Served by Race/Ethnicity CY 2021

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	38	<11	-	7.64%
Asian/Pacific Islander	49	<11	-	2.08%
Hispanic/Latino	1,995	81	4.06%	3.74%
Native American	1,160	59	5.09%	6.33%
Other	428	37	8.64%	4.25%
White	2,632	251	9.54%	5.96%
Total	6,302	431	6.84%	7.64%

Inyo served 431 unique beneficiaries in CY 2021 with 251 White beneficiaries served and 81 Hispanic/Latino beneficiaries served. The MHP’s White penetration rate was 60.1 percent greater than the statewide rate (9.54 percent vs. 5.96 percent) and the Hispanic/Latino penetration rate was 8.6 percent greater than the statewide rate (4.06 percent vs. 3.74 percent.)

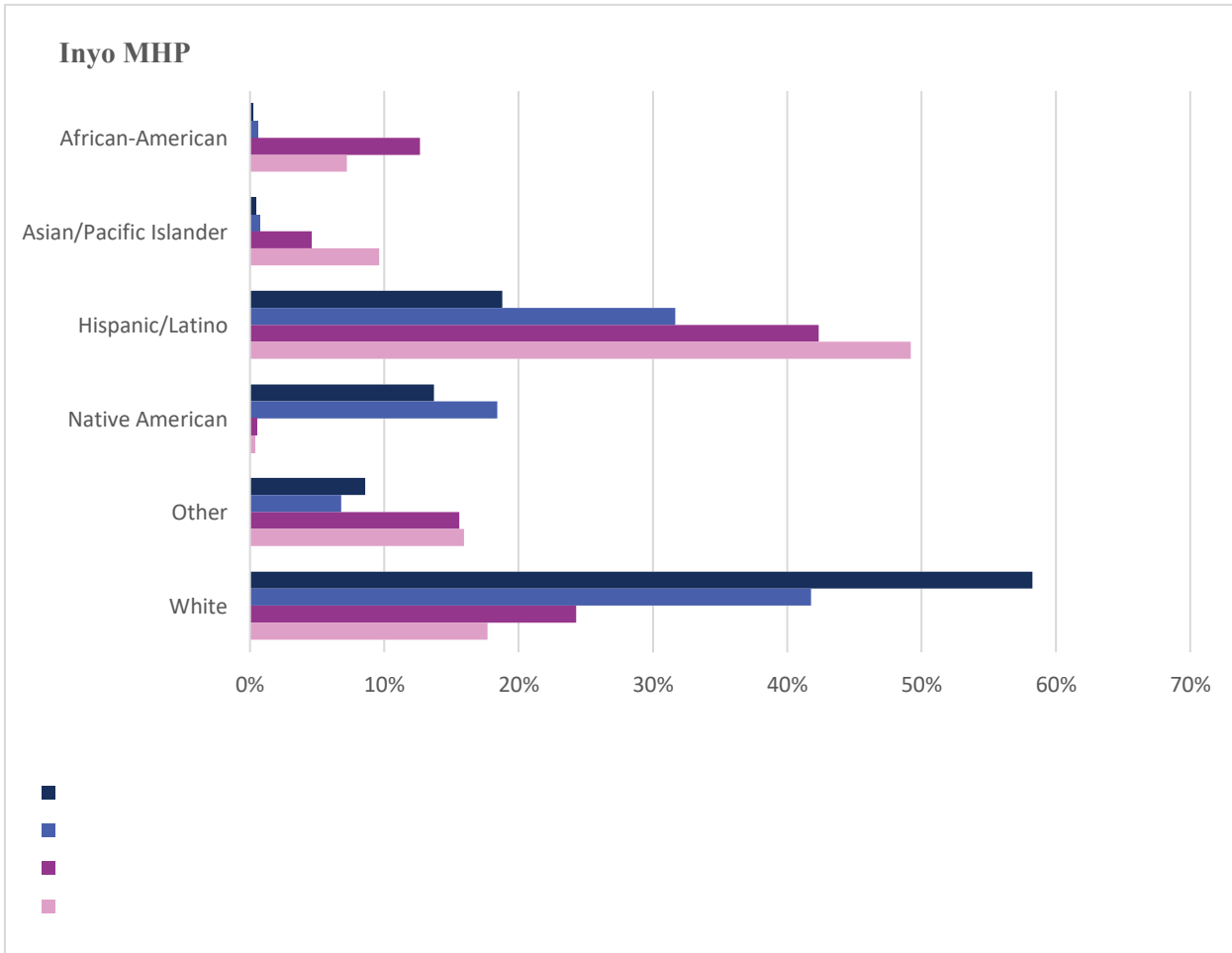
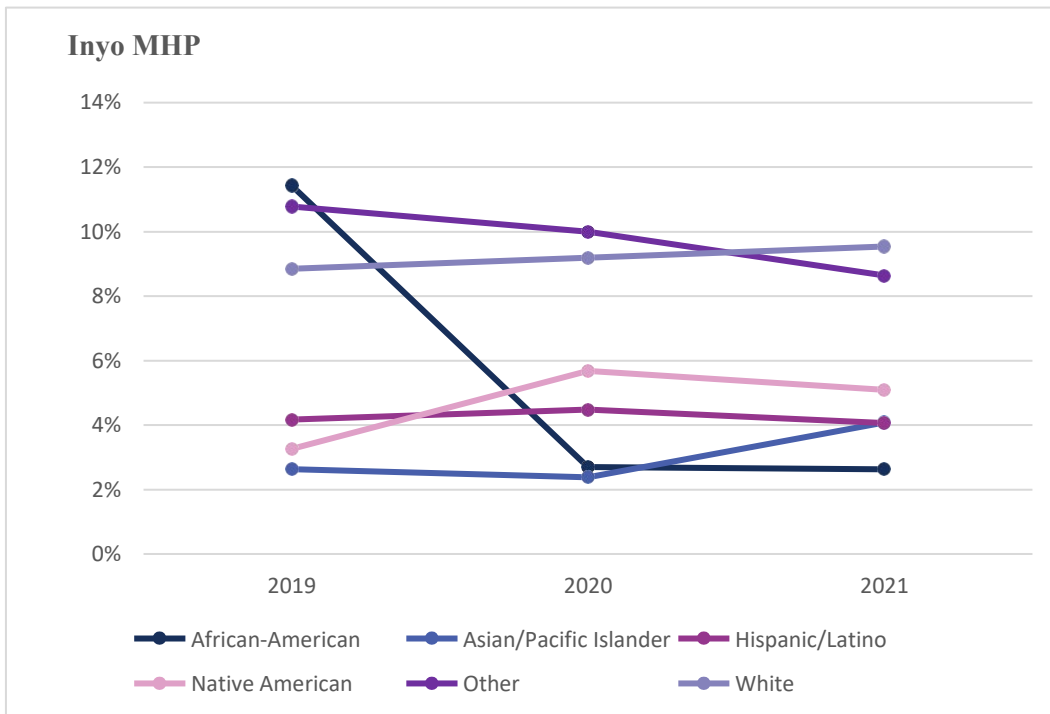


Figure 1: Race/Ethnicity for MHP Compared to State CY 2021

	White	Other	Native American	Hispanic/Latino	Asian/Pacific Islander	African-American
MHP % Served	58%	9%	14%	19%	0%	0%
MHP % Eligible	42%	7%	18%	32%	1%	1%
State % Served	24%	16%	1%	42%	5%	13%
State % Eligible	18%	16%	0%	49%	10%	7%

- Euro-Americans (white) comprised 42 percent of the eligible population and 58 percent of those served. The Hispanic/Latino population comprised the next largest race/ethnicity group with 32 percent of the eligible population and 19 percent of those served.
- The most proportionally overrepresented group in the MHP was White, and the most underrepresented group in the MHP was Hispanic/Latino.

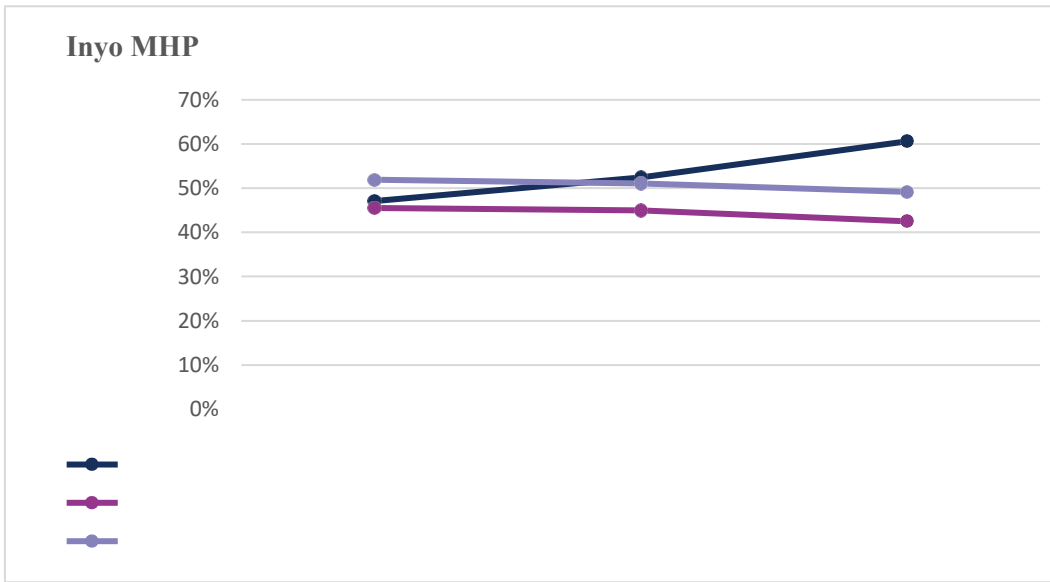
Figures 2–11 display the PR and AACB for the overall population, two race/ethnicity groups that are historically underserved (Hispanic/Latino, and Asian/Pacific Islander), and the high-risk FC population. For each of these measures, the MHP's data is compared to the similar county size and the statewide for a three-year trend.



Race/Ethnicity PR

Figure 2: MHP PR by Race/Ethnicity CY 2019-21

- From CY 2019 to CY 2021, Asian/Pacific Islander, Native American and Hispanic/Latino PRs were consistently lowest while White and Other had the highest PRs. It should be noted that African-American and Asian Pacific Islander race/ethnicity groups each served <11 beneficiaries, and lower beneficiary counts can cause greater year over year variations in the data.



Foster Care PR

Figure 10: Foster Care PR CY 2019-21

	2019	2020	2021
MHP	47.06%	52.38%	60.61%
Small-Rural	45.51%	44.98%	42.49%
State	51.91%	51.00%	49.15%

- FC PR increased each year from CY 2019 to CY 2021 and in CY 2021 exceeded both the small-rural and statewide rates.

Source: BHC MHP EQR Final Report FY 22-23

INYO COUNTY'S STRENGTHS AND VULNERABILITIES:

Strengths:

- Community members care for one another.
- Connection through events and rituals
- Knowledge and concern for the land and water issues
- Awareness and concern for increasing substance use
- Multi-generational connection
- Appreciation of cultural differences
- Desire to help and to find solutions to disparities in access to culturally appropriate addiction services, healthcare, and mental health therapy; housing, and healthy food.

Vulnerabilities:

- Lack of recovery resources for adolescents and adults
- Lack of recovery resources for residential drug and alcohol treatment
- Developmental trauma as a root cause for substance use disorders and mental health challenges
- Few resources for Spanish-speaking community members
- No housing resources for individuals experiencing homelessness
- Marginalization of indigenous people (overrepresentation in jail and disproportionate numbers experiencing post-traumatic stress related symptoms, mental illness, substance use, and health problems typically associated with developmental trauma.
- Fear of seeking services

Inyo County's Division of Behavioral Health has prioritized awareness and education to staff members around trans-generational, race-related, and historical trauma and how families have struggled to manage the myriad ways in which trauma manifests. There is more potential for community members to be more involved in prevention and support as volunteers or paid staff.

ICBHS will utilize training and education funding for community members and partners in Applied Suicide Skills Intervention (ASIST), Safetalk, and other trainings in trauma awareness made available on Inyo County BHS learning platform, Target Solutions.

We are rebuilding and revisiting how best to collaborate with our community partners post-COVID which include regular multi-disciplinary team meetings with probation, Northern Inyo Healthcare District, Inyo County sheriff's department, Bishop Police, Toiyabe Family Services, and other departments within Inyo County HHS. We are invested in training and education in trauma awareness and cultural humility and will continue to offer Trauma Informed Care training and ongoing training and education in Justice, Equity, Diversity, and Inclusion (JEDI). Our mission is to bring those principles into all aspects of services.

Mental Health Services Act – Foundational Precepts

Inyo County Behavioral Health Services is committed to following the California Code of Regulations to ensure that MHSA services are in keeping with its foundational precepts of being

- Client Centered
- Family Centered
- Community-Based and Collaborative
- Culturally Competent
- Outcomes driven

RESOURCES:

CA Code of Regulations - Title 9 - Rehabilitative and Developmental Services, Division 1 - Department of Mental Health

Chapter 14 - Mental Health Services Act

Article 2 - Definitions

Sections 3200.050, 3200.120, 3200.060, 3200.070, 3200.100

Definitions:

MHSA – Mental Health Services Act

ICBHS – Inyo County Behavioral Health Services

Services will be client driven: "Client Driven" means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Services will be Family Driven: "Family Driven" means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Services will be Community-Based and Collaborative: "Community Collaboration" means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

ICBHS will ensure that services are culturally competent: "Cultural Competence" means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

- (1) Equal access to services of equal quality is provided, without disparities among racial/ethnic, cultural, and linguistic populations or communities.
- (2) Treatment interventions and outreach services effectively engage and retain individuals of diverse racial/ethnic, cultural, and linguistic populations.
- (3) Disparities in services are identified and measured, strategies and programs are developed and implemented, and adjustments are made to existing programs to eliminate these disparities.
- (4) An understanding of the diverse belief systems concerning mental illness, health, healing and wellness that exist among different racial/ethnic, cultural, and linguistic groups is incorporated into policy, program planning, and service delivery.
- (5) An understanding of the impact historical bias, racism, and other forms of discrimination have upon each racial/ethnic, cultural, and linguistic population or community is incorporated into policy, program planning, and service delivery.
- (6) An understanding of the impact bias, racism, and other forms of discrimination have on the mental health of each individual served is incorporated into service delivery.
- (7) Services and supports utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic population or community.
- (8) Staff, contractors, and other individuals who deliver services are trained to understand and effectively address the needs and values of the particular racial/ethnic, cultural, and/or linguistic population or community that they serve.
- (9) Strategies are developed and implemented to promote equal opportunities for administrators, service providers, and others involved in service delivery who share the diverse racial/ethnic, cultural, and linguistic characteristics of individuals with serious mental illness/emotional disturbance in the community.

PROCEDURES:

Ensuring services are Client Centered: ICBHS clinical staff will work with each client to identify strengths in seven Life Domains pursuant to CalAIM documentation standards (DHCS-BHIN 22-019). ICBHS will work with clients on identifying barriers to optimizing strengths and will engage client's natural supports (family, friends, colleagues, teachers, spiritual guides, and other providers) to create a service plan based upon client's stated needs and goals.

Ensuring Services are Family Driven: Services for children and adolescents will involve the child's parents or caregivers when safe and appropriate, extended family, and others whom the children and family consider part of their kinship system. Planning will be driven by the family's values and needs, and that care plans are established to optimize the children's overall well-being and build on the family's strengths.

Ensuring services and supports are community-based and collaborative:

ICBHS will conduct stakeholder meetings each month in the planning process. "Stakeholder" means individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families, (CA CCR 3200.270).

ICBHS will ask for community feedback and input by conducting surveys intended to identify needs and gaps in services each year which will also inform the planning process.

Ensuring services and programs are outcomes driven:

- ICBHS will invite each client and family enrolled in Full Services Partnerships to provide feedback in Team Meetings as to their progress as they define it;
- Community partners will provide quantitative data on enrollment in services and completion of services on a quarterly basis
- ICBHS will track data by service category at the Wellness Centers.

Community Program Planning

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2022-2025 Three- Year Plan built upon the planning process for the previous MHSA Three-Year Plan and the most recent Annual Update.

This year's planning process was not as comprehensive as the previous planning process due to COVID restrictions and having significant changes in leadership in the first few months of 2022. We have conducted an ongoing Community Needs Assessment which has been distributed electronically and was made available in hard copy to clients, community partners and agencies within Inyo County HHS. The initial survey distributed in May of 2022 was available for 45 days and number of respondents was significant enough to inform the services and supports plan at least until the Three-year Plan is submitted with updates on June 30, 2023.

ICBHS will discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in

our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and monthly **Behavioral Health Advisory Board meetings.**

As part of our monthly Advisory Board meetings, Deputy Director and Program Supervisors will inform Behavioral Health Advisory Board and participants of each of the programs' statistics and accomplishments. We will discuss ongoing challenges and potential solutions, including the following:

- Capacity and staffing issues,
- Crisis response and how to partner with law enforcement and emergency departments
- Access issues for clients who live in remote parts of the County,
- Transportation barriers for clients needing transport to the Crisis Stabilization Unit or a psychiatric hospital,
- Homelessness and lack of affordable housing,
- Community-based solutions for mentally ill and/or substance-involved clients who are chronically incarcerated and/or presenting in the emergency departments
- Mental health awareness and stigma within the community.

Ideally, the Community Planning Process occurs on an ongoing basis in response to needs and outcomes that are data-driven. In keeping with MHSA principles and the California Codes that inform MHSA services, services are community-based, needs based, family driven, and outcomes driven. In service of making services relevant, we will be asking clients for feedback on an ongoing basis via surveys and questionnaires.

The draft of the three-year workplan for 2022-2025 is shared with Inyo County's Health and Human Services leadership team from Child Welfare Services, Prevention, Eligibility, Public Health, and the administration. It is shared with the Behavioral Health Division staff and Substance Use Disorders program staff and is made available on Inyo County's website. To maximize resources, Inyo County has historically partnered with Mono, Alpine, and Kern Counties to ensure that we are not duplicating services and are instead combining resources and identifying gaps.

What are the service components of the Mental Health Services Act?

Components addressed by the planning process included Community Services and Supports (CSS) "Community Services & Support (CSS) is the largest component of the MHSA. CSS provides direct services to individuals with severe mental illness using a client-centered, wellness, and recovery-focused approach, including housing," (Mental Health Services Oversight and Accountability -(MHSOAC)

Full Services Partnership (FSP) – Clients and providers identify strengths and needs for clients and provide a full spectrum of services to optimize potential for achieving mental, physical, and spiritual well-being.

Prevention and Early Intervention (PEI) – "The goal of the Prevention & Early Intervention (PEI) component of the MHSA is to help counties prevent negative outcomes by intervening early in the onset of mental health needs with timely access to services and support. The MHSA requires collaboration with consumers and family members in the development of PEI projects and programs.," (MHSOAC).

Innovation (INN)- The MHSA's Innovation component aims to explore and develop new mental health models that improve the quality of services, promote collaboration, and increase access to services. Counties propose

Innovation plans to the Commission, which selects candidates for funding.

Workforce Education and Training (WET) - The Workforce Education & Training component supports the building of diverse mental healthcare workforces to include the viewpoints and expertise of clients and their families/caregivers and provide services that are linguistically and culturally competent.

Capital Facilities and Technologies Needs (CFTN) - The Capital Facilities & Technological Needs (CFTN) component supports the development of facilities and technologies used for administrative services or delivery of mental health services. Counties may use these funds to underwrite peer-support and consumer-run facilities, develop community-based settings, and build technological systems to deliver services.

The MHSA FY 2022-2025 Three-Year Plan was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the MHSA FY 2022-2023 Three-Year Plan was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of this MHSA Three-Year Plan and the strategies to maintain services.

Stakeholder Participation

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

2022-23 CCMU Stakeholder, Community Partner, and Consumer meetings

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

2022-23 Ongoing CPP Meetings:

- Weekly: Jail MDT meetings – Behavioral health, SUD program staff, Jail nurse, re-entry staff, probation – Purpose: case planning and access to Wellness Center and progress House Programs
- Bi-weekly Meetings with NIHD ER nurse managers to monitor crisis response and amend crisis response protocols as needed. Monitor number of clients who present in the ER due to drug-induced psychosis as opposed to chronic mental illness.
- Monthly: Behavioral health Advisory Board Meetings – Agenda items include public comment and addition of suggestions for improvements in services including MHSA CSS at the Wellness Centers
Northern Inyo Hospital Emergency Room staff to determine data on psychiatric emergencies, follow-up care, 5150 hospitalizations, and substance-related emergencies. Coordination of care and access to Wellness Center and Progress House programs.
- Purpose: Community Collaborative meetings
Case management and triage for incarcerated clients and the need for pre-emptive crisis response to keep mentally ill individuals out of jail and in treatment; best practices for re-entry and case planning for severely mentally ill incarcerates.

CPP Meetings 2022

04/04/22: Meeting with Inyo County Probation – six participants

- Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis
- 04/08/22: Meeting with Bishop Police chief – Deputy Director Pier and Chief Standridge
- Purpose: Discussion about why ICBHS does not respond to crisis in the field and the need for law enforcement to have support from trained crisis intervention personnel. Develop protocol for coordinated response. Transportation barriers in getting clients to a PHF or CSU. Education for community members and staff in Mental Health First Aid, ASIST, and CIT.
- 04/21/22 Meeting with Bishop Paiute Police Chief – Deputy Director Pier and Police Chief Julian
- Purpose: Determine how to collaborate with ICBHS on responding to crises and the need for mobile outreach for indigenous people on the reservations.
- 06/01/22 Meeting with Toiyabe Family Services – Deputy Director Pier, Director Michelle Saenz
- Purpose: Identify needs for crisis response and capacity for responding to the ER
Need for mobile response in the field, especially on the reservations
- 06/10/22 Summit Meeting – 28 participants (probation, Law enforcement, Inyo Superior Court, behavioral health, DA’s office)
- Purpose: Coordination of a system of care for justice-involved individuals for whom “mental health diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines
- a.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment?
 - b.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.
- 06/23/22 CCMU Learning Collaborative
- Purpose: Adding peers to CCMU grant – Training peers and Promotores in ASIST, MH First Aid to support law enforcement and staff CCMU
- 07/25/22 Community Needs Assessment Meeting with Northern Inyo Hospital
Attendees: Jennalyn, Outreach, Allison Partridge, Chief Nursing Officer, Topah, NIH Board Member, Joseph Herman, CEO Toiyabe, Mary May, NIH Board member, Kelli Davis, CEO NIHD, Dan David, Outpatient Coordinator
- Purpose:
1. How to better provide follow up after ER visit for substance involved individuals and individuals with mental illness.
 2. Linking MAT patients with IOP groups at Inyo County by designating one of our SUD staff as a liaison to coordinate with NIH bridge navigator.
 3. Establishing regular meetings between NIH ED staff and ICBHS to build the continuum of care and the capacity to better understand the individuals we serve.
 4. Develop data driven, outcomes driven services

08/09/22 CCMU Planning Meeting – Health Management

Purpose: Structuring the Action Plan

1. Mission statement
2. Values statement
3. Program Rationale
4. Detailed Implementation plan
5. Goals based on SMART
 - a. Specific
 - b. Measurable
 - c. Attainable
 - d. Relevant
 - e. Timely
6. Dissemination Plan

08/11/22 NIHD Collaboration Meeting

Attendees: Dan David, Catie Grisham, Hallie Vickers, Arlene Brown, Heather Edwall, Melanie Fox

Purpose: Continue conversation and solutions for creating an MOU between ICBHS and NIH to better coordinate outpatient care for MAT patients
NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator
Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?

08/16/22 Virtual meeting with Alma Esquivel with Vision y Compromiso

Purpose: Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide and proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.

08/17/22 CBHDA Rural and Frontier Counties virtual meeting

Purpose: How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing
Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)
Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff
Mariposa County: working in partnership w/ LE but very challenged by understaffing

San Bernardino County: Using data from crisis calls to determine need for types of crisis response

Colusa County: Training peer support staff in crisis response

Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services

09/06/22

Bishop PD – Collaboration with Behavioral Health

Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”

Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

2023-24 Stakeholder, Community Partner, and Consumer meetings

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

2023-24 Ongoing CPP Meetings:

Weekly: Jail MDT meetings – Behavioral health, SUD program staff, Jail nurse, re-entry staff, probation – Purpose: case planning and access to Wellness Center and progress House Programs

Monthly Meetings with NIHD ER nurse managers to monitor crisis response and amend crisis response protocols as needed. Monitor number of clients who present in the ER due to drug-induced psychosis as opposed to chronic mental illness.

Monthly: Behavioral health Advisory Board Meetings – Agenda items include public comment and addition of suggestions for improvements in services including MHSA CSS at the Wellness Centers

Northern Inyo Hospital Emergency Room staff to determine data on psychiatric emergencies, follow-up care, 5150 hospitalizations, and substance-related emergencies. Coordination of care and access to Wellness Center and Progress House programs.

Quarterly Community Collaborative meetings
Purpose: Case management and triage for incarcerated clients and the need for pre-emptive crisis response to keep mentally ill individuals out of jail and in treatment; best practices for re-entry and case planning for severely mentally ill incarcerates.

CPP Meetings 2023

01/09/23: Meeting with Inyo County Probation – six participants
Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis- Pre-emptive planning for housing and Full Services Partnerships to provide comprehensive CoC scope of services

01/18/2023 Meeting with Inyo County Counsel, Public Guardians, Inyo County Court, and Inyo County Jail nurse.
Purpose: Discuss alternatives to incarceration for justice-involved individuals who are severely mentally ill and substance involved.

02/02/23 Meeting with NIH ED staff and Administration
Purpose: Develop improved protocols for follow-up on patients who present in the ED with substance related problems and sustainable solutions for supported care and housing for individuals who present multiple times in the ED with severe psychiatric symptoms.

02/10/23 Meeting with Mono County Behavioral Health Director
Purpose: Discuss needs for mentally ill and unhoused individuals in Mono County and proposed solutions for housing for individuals in Mono and Inyo Counties.

02/03/15 Summit Meeting – Coordination of Care
Purpose: Coordination of a system of care for justice-involved individuals for whom “mental health diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines
c.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment?
d.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.

02/28/23 CBHDA Rural and Frontier Counties Workgroup
Purpose: Realities of implementation of CARE Court and CCMU – Realities of housing infrastructure and staffing for these mandated projects. Proposed solutions and scaling for rural and frontier counties

- 03/07/23 Wellness Center Bishop – MHSA Planning for CSS programming
 Purpose: Tracking system for clients who utilize services such as showers, laundry, meals and a tracking system for clients who want to participate in groups and case management services. Identifying specific needs for group such that groups are client-driven and outcomes driven.
- 03/16/23 Inyo-Mono Counties – CAC meeting with Anthem Blue Cross with local health departments, CBO’s and consumers to discuss needs and gaps in services to create a Continuum of Care as CalAIM is implemented.
- 03/29/23 Inyo County Court, Inyo County Sheriff, Bishop PD
 Purpose: Discuss protocols and sustainable solutions for justice-involved individuals who are incarcerated and mentally ill. Discuss how CARE Court can be implemented in Inyo County given lack of infrastructure and community commitment to creating housing. Addressing the realities of understaffing in law enforcement and behavioral health and the lack of a reliable system for placing individuals in the appropriate facilities.
- 04/14/23 Behavioral Health Challenges meeting with Inyo County Superior Court Judge, Inyo County DA’s office, Inyo County Counsel, HHS leadership and Behavioral Health Deputy Director
 Purpose: Continue conversation to develop protocols for incarcerated severely mentally ill individuals who meet criteria for grave disability but for whom there are no secure housing solutions within Inyo County. Discussion of CARE Court initiative and the need for investment in secure and/or supervised housing and plan for CoC that includes telepsychiatry, medication monitoring, psychotherapy, group support, recovery services, and other community-based services.
- 04/28/23 Strengthening Resilience Symposium – Wild Iris Violence Prevention and Crisis Counseling
 Purpose: A panel discussion with local service providers to bring awareness to race-related trauma, cultural humility in treatment approaches and building community-based systems of care. Community feedback on needs and gaps in services including housing for unhoused and mentally ill individuals.
- 05/10/23 Behavioral Health Advisory Board Meeting
 Purpose: Inform District I Board of Supervisor Member on challenges related to housing, staffing, and crisis response services according to survey results and stakeholder interviews.
- 05/25/23 Inyo County Superior Court, Inyo County Counsel, Inyo County DA’s office, Inyo County Sheriff’s Office

Purpose Continuing discussion on implementation challenges with CARE Court, chronically incarcerated individuals with severe mental illness, and finding appropriate placements.

07/06/23 MHSa Update and CPP meeting

Purpose: Input from the community members, community partners and Patient Rights Advocates, Frank and Bill SmithWaters

Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers:

It is challenging to engage community partners primarily because most feel there are no clear solutions to the main issues identified in surveys and meetings. Many first responders including law enforcement, emergency room staff, probation officers, child protective services social workers, behavioral health staff, and substance use disorders staff are experiencing varying degrees of post-secondary trauma or “compassion fatigue,” as defined by Charles Figley, in his 1995 book, and Ron M. Walls, M.D. (2018). Many express frustration that no clear solutions exist in Inyo County for the escalating need for behavioral health and crisis services, often complicated by substance-related problems such as brain injury and chronic health problems. Stakeholder and partners correctly identify that we have very few resources to meet a significant need and no real or sustainable solutions available in the near future for such issues as housing for people without shelter, availability of secure supervised living for severely mentally ill and/or substance-involved consumers, and lack of availability of adolescent or adult residential treatment for substance use disorders.

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and had formal meetings at least once per month until the enforcement of COVID restrictions in March of 2020 until February of 2022.

When Wellness Centers were open again, surveys were distributed to consumers however, the number of respondents were not sufficient to determine needs and gaps. The Community Needs Assessment surveys from consumers in general were sufficient to determine needs and gaps.

Information was obtained in the following ways:

In May of 2022 and again in March of 2023, we distributed a Community Needs Assessment survey made available electronically or in hard copy in English and Spanish. We collected surveys over a period of three months, the results of which were shared with stakeholders and with the Behavioral Health Advisory Board members at the October meeting.

We also distributed Performance Outcomes and Quality Improvement (POQI) surveys to clients which are intended to measure satisfaction with mental health services and to identify needs.

Outcomes of Community Needs Assessments:

Inyo County Behavioral Health Services distributed Community Needs Assessment (CNA) surveys in English and Spanish to community partners, consumers and stakeholders.

The results of the CNA surveys indicated that:

- 1.) The majority of respondents are more likely to seek support and care from family members than from,

friends or from a therapist or a school counselor or clergy.³

Why this is significant: If community members are in distress and they would prefer to seek support and help from a family member, it suggests that we need to provide training in basic suicide awareness, skills for prevention, and education as to resources in Inyo County. It also suggests that we need to provide services that involve family members.

How MHSA services can meet this need:

- Offering Mental health First Aid and ASIST training to community partners, consumers and their families, and stakeholders
- Full services partnerships – comprehensive services for consumers and their families or legal guardians

2.) 64% of respondents reported that Alcoholism and drug addiction is Inyo County’s biggest problem.

Why this is significant: A disproportionate number of individuals struggling with addiction are BIPOC (indigenous people and people of color).

How MHSA services can meet these needs:

- Partnering and cross-referrals with Toiyabe Family Services to increase our capacity for outpatient recovery services
- Educating staff and community members in trauma as it relates to family events, discrimination and its effects on our BIPOC population.
- Improving on re-entry planning for incarcerated individuals including engagement in Wellness Center services and groups, full services partnerships, and linkage with appropriate resources

3.) 53% of respondents report that Trauma is Inyo County’s third most significant problem - chronic or terminal illness, death, divorce, mental illness, followed by lack of access to housing (53%), Trauma related to discrimination (racial and historical trauma or immigration trauma (46%), and lack of resources (42%)

Why this is significant: Our community is aware of trauma and that trauma is a root cause of mental illness, alcoholism, and drug addiction particularly for indigenous and LatinX community members. Homelessness and mental illness are strongly correlated.

How MHSA Services can meet those needs:

- Funding to educate staff, stakeholders, community members, and community partners on racial and historical trauma and provide access to trainings and learning materials
- Continue to use Prevention and Early Intervention funding to provide therapeutic and case management services in schools, to elder community members, and to young adults experiencing First Episode Psychosis.

³ See Attachment A – Community Needs Assessment Summary – July 2022

- Continue to implement Trauma Informed Care (TIC) and extend its core principles out into the community.
- Use CSS funding to continue providing welcoming and culturally relevant groups at the Wellness Centers

School Mental Health and Early Intervention Services: While Behavioral Health provides services in each of the schools within the county, the services focus on youth with severe emotional disturbance and their families. School partners have long expressed a need for early intervention services to fill a gap between the support that can be provided by the school counselors and those services provided by Behavioral Health. While services were provided for several years through statewide PEI funds used to support North Star Counseling Services, there was a need expressed to restructure these services and to work to increase mental health awareness and reduce stigma. Two key informant interviews occurred with the Superintendent of Schools and two interviews occurred with four school counselors. Counseling services were identified as well as the need for training around suicide prevention, LGBTQIA+ issues, and stigma reduction. In addition to these interviews, a survey was sent to schoolteachers and administrators.

The CPP also included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services includes Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

LOCAL REVIEW PROCESS

30-Day Posting Period and Circulation Methods

This proposed MHSA FY 2022-2025 Three-Year Plan was posted for a 30-day public review and comment period from June 1, 2023 – June 30, 2023. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed Three-Year Plan has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The MHSA FY 2022-2025 Three-Year Plan is also available to stakeholders upon request.

Public Hearing Information for 2022-25 MHSA Three-Year Plan:

A public hearing was conducted on July 6, 2023 at 1:00 p.m. at 1360 N. Main St – Rm 103., Bishop California, 93514 as a special meeting of the Behavioral Health Advisory Board meeting.

Public Hearing Information for 2022-23 Three-Year Plan Annual Update:

On June 28th, 2023, the Annual update for FY 2022-23 for the Three-Year Plan was posted on Inyo County's website for public comment. The 30-day period for public comment ends on July 28th, 2023. The hearing to incorporate comments will be held as part of the regular Behavioral Health Advisory Board meeting on August 9th, 2023 at 1360 N. Main St – Rm 103., Bishop California, 93514.

Public Hearing Information for 2023-24 Three-Year Plan Annual Update:

On July 3rd, 2023, the Annual Update for FY 2023-24 for the Three-Year plan was posted on Inyo County's website for public comment. The 30-day period for public comment ends on August 3rd, 2023. The hearing to incorporate comments will be held as part of the regular Behavioral Health Advisory Board meeting on August 9th, 2023 at 1360 N. Main St – Rm 103., Bishop California, 93514.

Substantive Recommendations and Changes

Input on the MHSA FY 2023-2025 Three-Year Plan will be reviewed prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC). Substantive changes will be submitted prior to Board approval.

COMMUNITY SERVICES AND SUPPORTS

All Ages/Populations

Community Services and Support (CSS) Program Description and Outcomes

REFERENCES:

CA WIC Division 5, Chapter 1, Sections 5600-5610

9 CCR 3620.05

9 CCR 3200.140

POLICY

Inyo County Behavioral Health Services recognizes and abides by WIC Division 5, Community Mental Health Services, Chapter 1. Section 5600-5610, and 9 CCR 3620.05, as follows:

(a) Mental illnesses are extremely common; they affect almost every family in California. They affect people from every background and occur at any age. In any year, between 5% and 7% of adults have a serious mental illness as do a similar percentage of children — between 5% and 9%. Therefore, more than two million children, adults and seniors in California are affected by a potentially disabling mental illness every year. People who become disabled by mental illness deserve the same guarantee of care already extended to those who face other kinds of disabilities.

(b) Failure to provide timely treatment can destroy individuals and families. No parent should have to give up custody of a child and no adult or senior should have to become disabled or homeless to get mental health services as too often happens now. No individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care. Lives can be devastated, and families can be financially ruined by the costs of care. Yet, for too many Californians with mental illness, the mental health services and supports they need remain fragmented, disconnected and often inadequate, frustrating the opportunity for recovery.

(c) Untreated mental illness is the leading cause of disability and suicide and imposes high costs on state and local government. Many people left untreated or with insufficient care see their mental illness worsen. Children left untreated often become unable to learn or participate in a normal school environment. Adults lose their ability to work and be independent; many become homeless and are subject to frequent hospitalizations or jail. State and county governments are forced to pay billions of dollars each year in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs.

(d) In a cost cutting move 30 years ago, California drastically cut back its services in state hospitals for people with severe mental illness. Thousands ended up on the streets homeless and incapable of caring for themselves. Today thousands of suffering people remain on our streets because they are afflicted with untreated severe mental illness. We can and should offer these people the care they need to lead more productive lives.

(e) With effective treatment and support, recovery from mental illness is feasible for most people. The State of California has developed effective models of providing services to children, adults and seniors with serious

mental illness. A recent innovative approach, begun under Assembly Bill 34 in 1999, was recognized in 2003 as a model program by the President’s Commission on Mental Health. This program combines prevention services with a full range of integrated services to treat the whole person, with the goal of self-sufficiency for those who may have otherwise faced homelessness or dependence on the state for years to come. Other innovations address services to other underserved populations such as traumatized youth and isolated seniors. These successful programs, including prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and are provided in an integrated services system.

(f) By expanding programs that have demonstrated their effectiveness, California can save lives and money. Early diagnosis and adequate treatment provided in an integrated service system is very effective; and by preventing disability, it also saves money. Cutting mental health services wastes lives and costs more. California can do a better job saving lives and saving money by making a firm commitment to providing timely, adequate mental health services.

(g) To provide an equitable way to fund these expanded services while protecting other vital state services from being cut, very high-income individuals should pay an additional one percent of that portion of their annual income that exceeds one million dollars (\$1,000,000). About 1/10 of one percent of Californians have incomes in excess of one million dollars (\$1,000,000). They have an average pre-tax income of nearly five million dollars (\$5,000,000). The additional tax paid pursuant to this represents only a small fraction of the amount of tax reduction they are realizing through recent changes in the federal income tax law and only a small portion of what they save on property taxes by living in California as compared to the property taxes they would be paying on multi-million-dollar homes in other states.

9 CCR, Section 3200.080: “Community Services and Supports (CSS) is the section of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

9 CCR Section 3200.140: “Full Service Partnership Service Category” means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans, under which the County, in collaboration with the client, and when appropriate the client's family, plans for and provides the full spectrum of community services so that children and youth, transition age youth, adults and older adults can achieve the identified goals.

The Full Services Partnership component of the Mental Health Services Act offers clients the best opportunity to restore and sustain full functioning in seven life-domains identified in CalAIM goals to implement a “whole person care approach,” that encompasses physical, behavioral, developmental, dental, and, and long-term care needs.

Contact data is entered into BHIS by MHSA staff. Data is submitted to DHCS within 90 days of collection as required by section 9 CCR 3530.30.

PROCEDURES

Referral: The Full Services Partnership (FSP) referrals may come from multiple sources including hospitals

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where patients may be frequent visitors to the Inyo County emergency departments as a result of chronic mental illness and co-occurring substance use disorders, Inyo County’s Wellness Centers, Inyo County’s probation department, local high schools, Inyo County’s child welfare system or FIRST program, or other community-based agency. The “No Wrong Door,” approach (DHCS BHIN 22-011) which advances the CalAIM initiative to ensure outreach and engagement at all levels of the physical health, social services, educational, and justice systems is integral to identifying for the FSP program.

9 CCR Section 3620.05

Full Services partnership Admission Criteria:

(a) Individuals selected for participation in the Full-Service Partnership Service Category must meet the eligibility criteria in Welfare and Institutions Code (WIC) Section WIC Section 5600.3(a) for children and youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults at risk.

(b) Transition age youth, in addition to (a) above, must meet the criteria below.

(1) They are unserved or underserved and one of the following:

- (A) Homeless or at risk of being homeless.
- (B) Aging out of the child and youth mental health system.
- (C) Aging out of the child welfare systems
- (D) Aging out of the juvenile justice system.
- (E) Involved in the criminal justice system.
- (F) At risk of involuntary hospitalization or institutionalization.
- (G) Have experienced a first episode of serious mental illness.

(c) Adults, in addition to (a) above, must meet the criteria in either (1) or (2) below.

(1) They are unserved and one of the following:

- (A) Homeless or at risk of becoming homeless.
- (B) Involved in the criminal justice system.
- (C) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment, or

(2) They are underserved and at risk of one of the following:

- (A) Homelessness.
- (B) Involvement in the criminal justice system.
- (C) Institutionalization.
- (d) Older adults, in addition to (a) above, must meet the criteria in either (1) or (2) below:

(1) They are unserved and one of the following:

- (A) Experiencing a reduction in personal and/or community functioning.
- (B) Homeless.

- (C) At risk of becoming homeless.
- (D) At risk of becoming institutionalized.
- (E) At risk of out-of-home care.
- (F) At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

(2) They are underserved and at risk of one of the following:

- (A) Homelessness.
- (B) Institutionalization.
- (C) Nursing home or out-of-home care.
- (D) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.
- (E) Involvement in the criminal justice system.

(e) This section shall not prevent the County from providing services to clients with co-occurring conditions, including substance abuse, physical conditions/disorders, and/or developmental disorders/disabilities.

When clients meet criteria for FSP, the following procedures apply:

- 1.) Referral source will contact the Inyo County MHSA Coordinator and link clients for an intake appointment to discuss specific needs for immediate and long-term assistance with housing, food, educational assistance, medical and dental needs, transportation, and family support needs;
- 2.) MHSA Coordinator will assign a case manager or Peer Support Staff to link clients with behavioral health, SUD, and physical health services;
- 3.) Case coordinator will determine whether clients in need of housing are candidates for Progress House, Inyo County’s 24/7 residential facility for TAY and adults up to the age of 54.
- 4.) ICHHS-BH will designate a Health and Human Services (HHS) Specialist to be the Personal Service Coordinator (PSC)/Case Manager for each client, and when appropriate the client’s family, to be the single point of responsibility for that client/family. The designated PSC/Case Manager is responsible for developing an Individual Services and Supports Plan (ISSP) with the client and, when appropriate, the client’s family. ICHHS-BH will ensure the PSC/Case Manager is culturally and linguistically competent or, at a minimum, is educated and trained in linguistic and cultural competence and has knowledge of available resources within the client/family’s racial/ethnic community.
- 5.) The MHSA staff in the role of the PSC or the other qualified individuals known to the person/family working with MHSA will be available to respond 24 hours a day, 7 days a week to provide after hour intervention. A log of MHSA after hours contact is recorded by Progress House staff screening the calls after hours and reviewed by the MHSA team.
- 6.) Persons admitted to ICHHS-BH and meet medical necessity for Medi-Cal Specialty Mental Health Services will be reviewed in accordance with authorization cycles and at a minimum have an annual review. MHSA goals will undergo ongoing review as the person completes goals and supportive needs change.

Case Planning and Outcomes

In keeping with MHSA precepts, services are client driven, family driven, needs driven and outcomes driven.

- 1.) Assessments are completed using the strengths-based tools and the five life domains according to the CalAIM documentation guidelines set forth in DHCS BHIN 22-019 to determine strengths and needs
- 2.) ICC or Intensive Care Coordination: A comprehensive ISSP (integrated Services and Supports Plan) will be developed by the client’s identified treatment team which may include a physical health provider, a behavioral health provider, a psychiatrist, a behavioral health nurse, a case manager or peer support person, family members, SUD counselor, and spiritual advisors a to address needs in each of the life domains.
- 3.) Progress in each goal will be monitored on a weekly or bi-weekly basis using self-report questionnaires and the Stages of Change model to assist in monitoring treatment and modifying if necessary. Progress notes will follow standard accepted guidelines set forth in DHCS BHIN 22-019.
- 4.) When the client and the treatment team determine that the client’s goals have been met, the client will be graduated out of Full Services Partnership and may choose to step down to case management or maintenance care with behavioral health and SUD providers.

COMMUNITY SERVICES AND SUPPORT PROGRAMMING

Annual Projected Total expenditures FY 2023/24:

\$ 2,137,264.00

The MHSA CSS programs provide services to all ages [children (ages 0- 17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities.

The strategies are part of the larger system/continuum of care now implemented as part of CalAIM (California Advancing and Innovating Medi-Cal). The mental Health Services Act’s core principles and regulations are similar in that a “whatever it takes” service approach applies under both programs to meet client and family needs. This approach has allowed us the transformative flexibility to meet our clients where they are in terms of life-domain functioning and needs for strengthening and building upon natural supports. Services for all populations are intended to acknowledge that anyone can experience compromised ability to function at their best, and that our ability to partner with other agencies and to include natural supports in case planning will yield optimal outcomes. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families.

Inyo County Behavioral Health services prioritizes meeting clients’ needs in a timely and culturally aware manner. We recognize that some of our community members do not experience themselves as “mentally ill,” and that we can best serve them by including them in Wellness Center groups where they may participate in groups and services according to their particular needs. To ensure easy access, our Wellness Centers are centrally located and easy to find. We offer Bilingual case management services via the language line or when we have Bilingual staff available.

CSS Programs:

- 1.) **Full Services Partnerships** - Includes comprehensive behavioral health and substance abuse assessments, wellness and recovery action planning, case management services, individual and group mental health services;

crisis services, peer-led self-help/support groups, education and employment support, education and awareness around stigma associated with mental illness, linkage with primary care providers, and housing support and assistance.

The Full Services Partnership provides crisis respite and housing for TAY (Transitional Age Youth aged 18-25) experiencing FEP (first episode psychosis), which is in fidelity to our MHSA model, and the UC Davis Core Practice Model for early intervention and treatment. We will continue to purchase four (4) beds at Progress House, an Adult Residential Facility for individuals with severe mental illness who are transitioning out of acute care, incarceration, and for individuals experiencing homelessness.

We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite services for at least 15 adults. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

This year, we focused on work/volunteer experience to increase transition readiness. We continued to offer work experience in the provision of reception services at the wellness center sites. At least five persons participated in this work experience. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are proposing to expand this strategy in the next three years through a combination of funds, including funds received under the Mental Health Block Grant (MHBG) as well as MHSA funds. We will use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

We also continue to offer Latino Outreach through both the wellness center sites and within the community. A contracted bilingual therapist, also employed by the schools, provides mental health services to Latino youth and their families. These youth and families may be hesitant to come into the traditional clinic especially if there are immigration issues. The therapist treats anxiety and depression related to trauma issue as well as provides family support. This year, there was an increased need expressed around youth impacted by DACA (or the Dream Act).

The contracted therapist has worked to advocate for youth and to provide support services. Approximately 10 youth were served through this CSS strategy along with outreach to at least 50 additional persons.

This year, we are proposing to use a new hired Spanish-speaking Licensed Clinical Social Worker to provide additional services to Spanish-speaking women to address issues of anxiety and trauma. This service will be provided at the wellness center or other community site.

A specific strategy has been needed to address the needs of our isolated southeastern area of the County, the Death Valley area, closer to Nevada population centers than to Inyo towns. While there is a contract with a mental health provider in Pahrump, few persons are willing or able to engage in this service. A limited amount of telemedicine is also available for persons engaged in services. A strategy of using a Mental Health Nurse to outreach and engage with persons with mental illness in this part of the county has been most useful. The Nurse has provided services to several isolated older adults who live in this community as well as checking in with adults or youth and family who have been identified with mental illness. Persons often evidence co-occurring addiction issues as well as related health conditions. The Nurse also participates in a bi-monthly community potluck that serves to connect with residents effectively. The Nurse has further been trained as a certified Mental Health First Aid trainer and has scheduled to provide this training for interested persons in the community.

The CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services. Over the past years, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted multiple food drives, assisted with relief efforts for fire victims, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and made blankets for the Hospice program. In addition, 3 to 5 consumers volunteer at the local Salvation Army and several more are involved in seasonal bell-ringing. These “stigma-busting” activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

Full Services Partnership

Projected budget:

- **Cost per client in FSP (Included in total CSS budget):**
- **\$3,500 per month**
- **We estimate serving twelve clients per month - \$42,000**
- **35% of \$2,137,264.00 (projected revenue) = \$748,042.00**
- **\$504,000 per year projected expenditure for FSP**

The following represents our persons served under CSS strategies:

FSPs Ethnicity by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Caucasian	1	5	18 (2 veterans)	11 (1 veteran)	35
Native American	0	0	2	0	2
LatinX	1	3	1	0	5
Total	2	8	21	11	42

Average Cost per FSP = \$23, 053.. It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

Unduplicated Wellness Center Visitors by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Bishop	4	33	161	56	254
Lone Pine	0	0	27	1	28

2.) **Wellness Centers:** Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with meals, showers, laundry facilities, assistance with applications for CalFresh, housing assistance, social security disability, and Medi-Cal. domestic violence advocacy necessary services and supports in a welcoming environment.

Case management staff may assist clients experiencing violence in their homes through linkage with Wild Iris.

Clients who need assistance with employment may be linked with Job Spot, and clients who would like to explore educational opportunities may be linked with Cerro Coso College or opportunities for training in Peer Counseling through Inyo County Behavioral Health Services. In 2021/22 year, the Wellness Centers served over thirty adults/older adults who were without shelter by offering meals, showers, laundry facilities, and access to other necessary services. During times of more extreme hot or cold or otherwise inclement weather, we have linked persons to temporary shelter provided by the Salvation Army or the Methodist Church.

We provided ongoing peer-facilitated groups at the Wellness Center in Bishop, including recovery, journaling, creative expression through art, nutrition, blanket-making, and Wellness Walking. We also provide groups such as money management, smoking cessation, gardening, and dialectical behavioral therapy to persons at the wellness center facilitated by Behavioral Health staff members.

UPDATES FOR FY 2023/24

Wellness Center Groups are new additions for 2022-23 and will continue in FY 2023-24. Statistical data for FY 2023 will capture the following metrics:

- 1.) Groups will be based upon community needs and gaps as evidenced by Community Needs Assessment Surveys;
- 2.) Group will be time-limited to six months
- 3.) Participants will be asked to self-select into groups, each of which will be focused on an area of need such as how creative expression can help with anxiety, or how to enhance recovery through better nutrition.
- 4.) Participants will be asked to complete anonymous surveys at the end of the series and report on whether the group met their needs using a Likert scale
- 5.) Outcomes data will be utilized in planning future groups

Total number of clients served at the Bishop Wellness Center from January 2023-June 2023:

Bishop Wellness Center Check-In						
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Laundry	23	15	20	23	26	17
Shower	26	35	78	37	73	43
Hang Out With Friends	94	87	251	202	275	286
Cooking or Gathering Food	57	75	130	162	215	276
Creative Wellness Group	15	15	30	20	20	29
Walking Group	0	0	0	1	0	0
Previously Incarcerated Group	0	0	0	1	0	0
Recovery Group	6	12	11	14	8	4
Meeting with your Case Manager	55	53	9	11	18	5
Just here for information	23	47	243	196	254	306
Homelessness Assistance	4	5	4	1	2	0
Other	31	89	225	187	227	320
Total Visits	334	433	1001	855	1118	1286
Total Respondents	148	211	355	247	336	346

Total number of clients served at the Lone Pine Wellness Center from January 2023-June 2023:

Lone Pine Wellness Center Check-In							
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
Laundry	0	0	0	1	0	0	
Shower	5	4	5	4	12	5	
Hang Out With Friends	1	2	12	21	35	17	
Cooking or Gathering Food	0	0	0	7	19	8	
Creative Wellness Group	0	0	0	0	0	0	
Walking Group	0	0	0	0	0	0	
Previously Incarcerated Group	1	0	0	0	0	0	
Recovery Group	0	0	0	0	1	0	
Meeting with your Case Manager	17	27	16	2	1	0	
Just here for information	0	2	4	2	20	7	
Homelessness Assistance	0	0	0	0	0	1	
Other	4	6	28	24	67	25	
Total Visits	28	41	65	61	155	63	
Total Respondents	23	30	38	25	74	34	

Clients may also participate in planting and caretaking of the garden at the Wellness Center during the spring and summer months and will have opportunities to learn to cook with fresh vegetables and to participate in entering vegetables at the fair as part of community inclusion. Clients also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Our Wellness Center clients are able to earn incentive cards as well as to develop a sense of ownership and pride in the facility.

We moved to a new wellness center site in Lone Pine in late spring of 2017. The new property is a duplex in the center of the town and within walking distance to the main resources including social services, school sites, and hospital. We continue to offer cooking and showers as well as to have a slightly bigger group room capability.

WELLNESS CENTER – BISHOP

The Wellness Centers Model that many counties in California have adopted follow the Mental Health Service’s Acts core principles which are to make services needs driven, client-centered, strengths-based, and outcomes driven.

The Wellness Centers goals are:

- 1.) De-stigmatize mental health conditions by being inclusive and respecting each client’s experiences.

- 2.) Be strengths-based in its programs and services by offering an array of services where clients may learn basic life skills, creative expression, improving nutrition awareness, opportunities for recreation and outdoors activities;
- 3.) Build community by including clients in planning and developing groups, projects, and programs.
- 4.) Be client-driven such that clients are the main informants of needs and gaps in programs and services
- 5.) Create an environment of safety by creating and committing to expectations of non-violence and non-discrimination for staff and clients.

As a community center for the purposes of serving community members experiencing homelessness, mental health challenges, and substance use disorders, the Wellness Center provides case management, assistance with accessing recovery services, therapeutic interventions, healthcare, financial assistance, housing, and resources for employment or continuing education.

The Wellness Center provides showers and laundry facilities, and a place to socialize, enjoy breakfast or lunch, and participate in groups. During the summer, we have a garden where clients can learn to grow vegetables and bring them home or learn to cook with Wellness Center staff.

In keeping with the mission of being welcoming and safe for all community members, the Wellness Center prohibits the use of alcohol and drugs on the premises, and is a tobacco-free environment.

WELLNESS CENTER – LONE PINE

The Wellness Center in Lone Pine provides case management, access to laundry facilities and assistance with accessing financial help, food, housing, and linkage to mental health services including medication management with a psychiatrist.

Challenges and Mitigation Efforts

We continue to adjust following the pandemic and within the last year, we have re-established services and groups, and have implemented a more structured way of tracking client services through the use of electronic sign-in pads and asking clients to sign up for groups.

Our focus is on building capacity to serve by engaging other community-based agencies, working more closely with Inyo County Jail to meet the needs of justice-involved individuals, and with probation and re-entry staff to determine placement and needs for those who are not able to live independently post-release, or who need a comprehensive case plan to optimize integration back into the community.

The Wellness Center and the Progress House may provide care post-release for individuals with mental illness and who are ready to commit to a recovery program.

Older Adults

We have a growing population of older adults (59+) with health concerns and mental illness in Inyo County. Many have co-occurring substance use disorders which impacts both and which may also compromise their

ability to live independently. We work closely with our Ageing and Social Services Division to coordinate care and anticipate needs in terms of healthcare, In-Home Support Services (IHSS), medication compliance, and assistance with ADL's (Activities of Daily Living). We provide transportation for older adults to Senior Centers and Wellness Centers for meals, and groups, or to medical and mental health appointments, and we coordinate with Senior Services to ensure that we are addressing the needs of older adults who may be isolated and struggling with depression.

MHSA Supported Housing in anticipation of MHSA reallocation of funding FY 2024/25:

- 1.) Stabilizing Community members as an alternative to hospitals and incarceration \$2,250,000
 - a.) Supported Housing (purchase of an existing structure like a motel or other structure that could be zoned for commercial use)
 - b.) Telepsychiatry
 - c.) Nursing
 - d.) Therapy
 - e.) Case management
 - f.) Residential caregivers 24/7
 - g.) Transportation
 - h.) Food
 - i.) Medication

PREVENTION AND EARLY INTERVENTION

Prevention Programs

ELDER OUTREACH

To better serve Inyo County's older adult population, the Elder Outreach Program, our Prevention and Early Intervention (PEI) program is intended to serve at-risk seniors who are experiencing symptoms of depression, prescription drug abuse, isolation, and other conditions of concern for an ageing population. The Elder Outreach Program provides outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources.

This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder Outreach Program funding provides for a behavioral health nurse for screening, referral, and linkage,

to services that address medical and mental health needs. support services to prevent the exacerbation of mental health conditions. Prevention and Early Intervention services are voluntary and client-centered, strengths-based, integrating wellness and recovery principles that address both immediate and long-term needs.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 48 older adults. This results in a cost of \$567.63 per individual. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian.

PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

UPDATES FOR FY 2023-24

Friendly Visitor (FV) Program

- 1.) Outreach at Senior Centers – Bishop, Lone Pine, Tecopa**
 - a. Ask a Nurse – Two days per month**
 - b. Behavioral health and SUD program reps once a month**
- 2.) Transportation to Wellness Centers for groups**
- 3.) Home visits to bring food or groceries – bring pets,**
- 4.) Dog walking, outings to community events**
- 5.) Knowing what foods optimize health**

Program Goals:

The Friendly Visitor program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

The program has provided services to 17 seniors at a cost of approximately \$360.18. The average initial score on the PHQ9 was 11 with a range of 4 (very mild) to 23 (very severe) with four persons falling in this category. Five participants reported daily thoughts of “being better off dead”. A majority of the participants (>75%) reported moderate to severe pain symptoms. The categories where persons reported the most daily difficulty were in “feeling tired” and “trouble with sleep”. While there continue to be difficulty in obtaining “post” PHQ9s, participants surveyed report a high degree of satisfaction with the FV and a decrease in feelings of depression.

Challenges and Mitigation Efforts

As a rural, frontier county, we are challenged in having adequate nursing staff as well as experiencing other staff turnover in Adult Social Services and the Aging program. This staffing issue makes it difficult to implement evidence-based strategies with consistency. We also continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we will investigate the viability of using a regional approach to address residential or other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

Significant Changes from Previous Fiscal Year

During the next three-year plan, we propose to add a prevention strategy targeted to youth. Health and Human Services Public Health and Prevention Division has provided prevention services for youth using braided funding from substance use disorder funds, Tobacco Control funds, Women Infants Children (WIC) and various Child Abuse prevention services. In the last year, the Prevention team has expanded its mentoring program as well its use of outdoor programs to build protective factors. This year, we are proposing to expand the outdoor program to include youth who have been exposed to a high number of Adverse Childhood Experiences (high ACES scores). The correlation between high ACES scores and mental health symptoms and risk for substance use disorders has been well-documented. The use of this strategy will be proposed for the FY 22/23 and 23/24 updates to the MHSA PEI Plan.

Annual Projected Cost for PEI/ Friendly Visitor, Elder Outreach

FY 2023/24 Annual projected budget \$149,920

Families Intensive Response Strengthening Team (FIRST)

This year, we are proposing to identify additional youth in need of full-service partnership (FSP) within our FIRST program. As part of our overall ICHHS Children’s System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building upon existing protective factors. Strengths- approaches consider several factors in developing a care plan;

- 1.) Developmental history including trauma and at which points in developments, trauma has occurred
- 2.) Functioning in life domains – We evaluate how well family members are able to manage the stressors of everyday life within family system. We look at functioning in the family in the domains of education, work, physical health, substance use, mental health history, and spiritual life.
- 3.) Existing resources or natural supports – What has worked for the family in terms of managing challenges, changes, and “big T traumas,” and “little T traumas, which are better explained in the research into complex post-traumatic stress disorder and developmental trauma.
- 4.) Developing intervention strategies and measuring outcomes

FIRST utilizes a multi-disciplinary approach in developing a care plan which includes clinical staff, substance use disorders staff, child -protective services social workers, case managers, Parent Partners, healthcare providers, other advocates such as CASA’s or coaches, teachers, and spiritual mentors. We may include resources from the First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children.

FY 2022/25 Annual Projected Cost for FIRST

\$300,000

PREVENTION AND EARLY INTERVENTION

Early Intervention Programs for Youth

UPDATES FOR FY 2023-24

Adolescents under 18 and transitional-age youth:

- **Wellness Centers at Bishop High School and Lone Pine High School schools staffed by youth peer counselors, case managers, SUD prevention and behavioral health providers,**
- **Services would include laundry facilities, a kitchen, hygiene products, LGBTQA+ resources, clothing exchange, reduction of stigma around eating and body image**

2023/24: Parent-Child Interaction Therapy (PCIT) Community Collaboration

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served seven additional families with this intervention. The approximate cost per family served under PCIT is \$5731.

FY 2023/24 Annual Projected Cost for PC Care \$10,000

Challenges and Mitigation Efforts

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies have an impact on service delivery and strategy implementation.

We have addressed the need for school-based early intervention services through a contract with ICOE and Northstar Counseling Center. The contract provides for counseling services for children and teens who do not meet medical necessity criteria for services with Inyo County Behavioral Health where we serve children with severe mental health challenges. The contract provides for training for youth in Mental Health First Aid with the intention of developing a Youth Peer Support team.

PREVENTION AND EARLY INTERVENTION

Suicide Prevention Programs

PEI Suicide Prevention Program Description and Outcomes

- 1.) ASIST
- 2.) SafeTalk
- 3.) Know the Signs

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. In addition, our Program Chief who has expertise in suicide prevention and crisis intervention has provided crisis intervention training in the County jail, the Juvenile facility and with the schools as well as providing ongoing training to staff in behavioral health.

Significant Changes from Previous Fiscal Year

In this three-year plan, we will provide crisis de-escalation and suicide prevention training in the ASIST and SafeTalk models to community members, law enforcement, first responders, school counselors and staff, probation staff, SUD program staff, and case managers within the Division of Behavioral Health.

The first of these trainings occurred in November of 2022. We will offer both trainings annually in addition to other trainings intended to build the capacity in the communities of Inyo County to be “the helpers,” and to be available and able to assist those in need of support and crisis intervention.

FY 2023/24 Annual Projected Budget \$50,000

PREVENTION AND EARLY INTERVENTION Stigma Reduction Programs

PEI Stigma Reduction Program Objectives for 2022-2026

NO UPDATES FOR FY 2023/24

- 1.) JEDI Committee - monthly meetings**
- 2.) Community Collaborative meetings once per quarter**
- 3.) Trauma informed communities – Trauma Informed Care training required for all HHS staff**
- 4.) BIPOC Trainings – PESI Online trainings**

PEI TOTAL EXPENDITURES FOR FY 2023

\$509,520.00

PEI TOTAL EXPENDITURES FOR FY 2021:

\$240,500.85

INNOVATIONS

UPDATES FOR FY 2023/24

Genesight Testing – This proposed project would make Genesight testing available to jail inmates and to beneficiaries receiving outpatient psychiatric care.

Purpose: The purpose of Genesight testing would be to match genetic profiles and psychotropic medications to determine efficacy according to genetic profiles. This test would provide a more accurate way of identifying which medications are likely to be most effective in the treatment of symptoms of mental health disorders.

This may be particularly valuable in ensuring the medication will be safe and effective for clients who have been substance-involved for long periods of time. Test kits include cheek swabs, laboratory processing and comprehensive results.

How it works: The inside of the patient's cheek is swabbed by a behavioral health nurse, put into a sterile tube and sent to Genesight's lab to determine genetic profile and best genetic match for medications.

Cost: No cost for Medi-Cal beneficiaries or to individuals making less than \$14,000 per year.

WORKFORCE EDUCATION AND TRAINING

WET Program – Training for FY 2023/2025

1.) ASIST and Safetalk funded by WET	\$24,000
2.) Promotora Training for Inyo Community Members	\$20,000
3.) Polyvagal Theory and Clinical Applications	\$20,000
4.) EMDR/SE trauma training?	\$50,000
5.) BIPOC training	\$10,000
6.) PC Care	\$1,000

Total Projected Expenditures **\$125,000**

Workforce Education and Training (WET) Coordination

When the original WET Plan was approved, ICHHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of trainings to benefit the workforce. In a small rural isolated community, offering training for community members to become Peer Support staff, Parent Partners (Promotores), and to provide basic crisis response makes sense. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our trainings that include community partners and other County agencies.

Fundamental Learning Program

Our training partners include *Relias*, an online training system, which offers courses in confidentiality, ethics, and regulations, as well as an array of continuing education courses for CE credit for behavioral health professionals, nursing staff, and substance use disorders staff.

Challenges and Mitigation Efforts

- Inyo County Behavioral Health Services continues to be challenged in recruiting bilingual staff.
- Inyo County Behavioral Health Services continues to be challenged in the hiring of our licensed psychotherapy staff and behavioral health nurses.
- Inyo County Behavioral Health Services continues to be challenged in providing psychiatry services.

Mitigation efforts include contracting for telehealth providers for psychotherapy and for psychiatry, and aggressive recruiting at universities for interns and practicum students.

Revenue and Expenditure Report for FY 2022

HEALTH AND HUMAN SERVICES AGENCY

DHCS 1822 F (02/19)

Annual Mental Health Services Act (MHSA) Revenue and Expenditure Report

Fiscal Year: 2020-2021

Workforce Education and Training (WET) Summary Worksheet

County: Inyo

Date: 4/1/2022

SECTION ONE

	A	B	C	D	E	F
	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
1 WET Annual Planning Costs	\$0.00					\$0.00
2 WET Evaluation Costs						\$0.00
3 WET Administration Costs	\$0.00					\$0.00
4 WET Funds Transferred to JPA						\$0.00
5 WET Expenditures Incurred by JPA						\$0.00
6 WET Program Expenditures	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00
7 Total WET Expenditures (Excluding Transfers to JPA)	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00

SECTION TWO

	A	B	C	D	E	F	G	H
#	County Code	Funding Category	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
8		Workforce Staffing						\$0.00
9	14	Training/Technical Assistance	\$6,350.00					\$6,350.00
10		Mental Health Career Pathways						\$0.00
11		Residency/Internship						\$0.00
12		Financial Incentive						\$0.00

CAPITAL FACILITIES/TECHNOLOGY

Capital Facilities and Technology Projects FY 2022/25 –

1. Electronic Health Record upgrade to Credible – Implemented January 2023
2. Wellness Center and progress House structural improvements
3. Preliminary planning for MHSA Modernization

Because of the anticipated changes to MHSA beginning in 2024, 35% of our total MHSA allocation must be reserved for housing and treatment.

The total budget for MHSA modernization for Inyo County could range between \$748,042.00 and \$1,053,344 for the duration of the Three-Year Plan

MHSA THREE-YEAR PLAN 2022-25

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INYO COUNTY MENTAL HEALTH SERVICES ACT- THREE YEAR PLAN 2022-2025

County Demographics and Description

Inyo County is the second largest county in California encompassing 10,192 square miles and is the second most sparsely populated after Alpine County, one of California’s smallest rural counties. According to the 2020 census, the population of Inyo County was 19,016 citizens. The population is concentrated in Bishop, (population 3,879) West Bishop (population 2,607), Lone Pine, (population 2,035), Big Pine (population 1,756) and The Bishop Paiute Tribal Community (population 1,588). All of these communities are located along the Owens Valley beneath the Eastern crest of the Sierra Nevada. Inyo County has the highest point in the contiguous United States; Tumanguya (Mt. Whitney) at 14,505 ft., and the lowest point in the contiguous United States at Badwater in Death Valley at 282 feet below sea level.

Bishop and the smaller communities in Inyo County have suffered as a result of the pandemic, causing the closures of numerous small businesses as well as some of the larger businesses. The pandemic also brought with it a significant increase in substance use, and concurrent spikes in symptoms for individuals with existing mental health disorders, and emergence of depression, anxiety, and trauma-related symptoms especially for our adolescent and elder populations.

In addition, during summers of 2020 and 2021, California experienced some of its worst wildfires the outcomes of which were even more restricted activity and isolation for those experiencing medical problems and mental health problems associated with isolation, loss of employment, lack of financial resources, and families struggling to work while having children home from school.

At this time, Inyo County Behavioral Health Services is developing new approaches and building out existing approaches that match the intentions and goals of CSC (Coordinated Specialty Care) and CalAIM, an acronym for “advancing and innovating Medi-Cal). We are implementing a “whole person” approach to treatment and being innovative in ways we can meet the needs of our community members. In particular, staff have participated in TIC (Trauma Informed Care) training, and we are also participating in JEDI (justice, equity, diversity, and inclusion) training and we are focused on being a trauma-informed county by incorporating the principles of TIC and JEDI in all our work.

The majority of Inyo County’s population identify as Euro-American, with next largest segment identifying as LatinX or Mexican, and the next largest, indigenous tribal members. Based on the 2020 census, 66% identify as white; 19% identify as Hispanic or of Latino origin. Given the LatinX population which has grown 3.7% since the last census, Spanish is a threshold language for Inyo County, and we are challenged to find ways to meet our Spanish-Speaking client’s needs in behavioral health and substance use disorders services. service.

The federally- recognized “Native American” (indigenous) nations in Inyo County are the Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Reservation, Lone Pine Paiute Shoshone Reservation, and Timbisha Shoshone Tribe. The Timbisha Shoshone Tribe, located in Death Valley National Park, is the only tribe located inside a national park in the US.

Settlement within Inyo County by Euro-Americans within the past one hundred fifty years has had a significant consequences for the indigenous tribes of Inyo County. Most significant of these are the impact on the physical, spiritual, and mental health,⁴ and for whom historical trauma is strongly correlated with higher incidences of addiction-related health problems, mental health problems related to trauma, and disproportionate numbers of justice-involved individuals.⁵The combination of multi-generational trauma compounded by substance use disorders is often stigmatized in ways that prevent people from feeling welcome or safe in seeking recovery or healing services. Seeking culturally relevant healing services is particularly challenging when our State and County governed behavioral health systems are grounded in a Western medical paradigm and allow no room for practices and methods that fall outside of the Western medical model.

The health issues experienced by people of color and particularly indigenous people include diabetes, hypertension, heart disease, obesity, increased rates of and colon cancer, which are related to diets high in salt, sugar, and fat. Immune-related disorders and inflammatory conditions are also related to acute and chronic trauma. The effects on mental and spiritual health are correlated with transgenerational and historical trauma, the symptoms of which manifest in substance use and dependence, depression, anxiety, bipolar disorders, and post-traumatic stress disorder among other illnesses that occur disproportionately among Indigenous People and people of color.

Finally, we have a disproportionate number of indigenous people and people of color in jail who need rehabilitative and recovery services. As it is, Inyo County, like most other rural counties, lack the infrastructure to provide safe, secure housing for justice-involved clients who require a higher level of care. The jail serves as the “de facto” psychiatric hospital which is true for many rural counties where resources are few for individual who are substance-involved, mentally ill, and experience chronic homelessness. We are striving to build out services in the jail and to make our re-entry services more robust.

⁴ Spillane, N. S., Schick, M. R., Kirk-Provencher, K. T., Nalven, T., Goldstein, S. C., Crawford, M. C., & Weiss, N. H. (2022). Trauma and Substance Use among Indigenous Peoples of the United States and Canada: A Scoping Review. *Trauma, Violence, & Abuse*, 0(0). <https://doi.org/10.1177/15248380221126184>

Inyo County, California - Demographic Profile
(NH = Non-Hispanic)

Race / Ethnicity	Pop 2010 ^[16]	Pop 2020 ^[17]	% 2010	% 2020
White alone (NH)	12,296	11,035	66.30%	58.03%
Black or African American alone (NH)	102	85	0.55%	0.45%
Native American or Alaska Native alone (NH)	1,895	2,189	10.22%	11.51%
Asian alone (NH)	229	273	1.23%	1.44%
Pacific Islander alone (NH)	15	13	0.08%	0.07%
Some Other Race alone (NH)	21	87	0.11%	0.46%
Mixed Race/Multi-Racial (NH)	391	935	2.11%	4.92%
Hispanic or Latino (any race)	3,597	4,399	19.40%	23.13%
Total	18,546	19,016	100.00%	100.00%

The Toiyabe

Indian Health Project established in 1968 serves eight tribes along the eastern slope of the Sierra Nevada and Death Valley. Services available for tribal members include medical, dental, dialysis, optometry, behavioral and substance use disorders services, and pharmacy services. Inyo County Behavioral Health Services plans collaborative work in serving clients who need Intensive Outpatient Treatment groups and who may qualify for supportive services such as case management and specific groups for improving life skills and improving physical well-being. These services are located at Wellness Centers in Bishop and Lone Pine and will be funded by MHSAs Community Services and Supports (CSS).

Economic conditions in Inyo County may impose hardships on many families and individuals due to the combination of a high cost of living and limited work availability. Inyo County relies heavily on tourism and government services to support the economy. Many available jobs are in the service industry or are seasonal. It is difficult to find entry level jobs for persons with a disability. The median family income in Inyo County is slightly below the 60% marker of the median family income for California as a whole.

Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022:

Source: BHC MHP QRO Final Report – FY 22-23

The Statewide PR is 4.34 percent, with an average approved claim amount of \$7,478. Using PR as an indicator of access for the MHP, the MHP’s PR of 6.84 percent was 57.6 percent greater than the statewide rate, and the average claim amount of \$5,896 was 21.1 percent less than the statewide average.

MHP Annual Beneficiaries Served and Total Approved Claim

Year	Annual Eligibles	Beneficiaries Served	Penetration Rate	Total Approved Claims	AACB
CY 2021	6,300	431	6.84%	\$2,541,371	\$5,896
CY 2020	5,835	412	7.06%	\$2,302,022	\$5,587
CY 2019	5,493	356	6.48%	\$1,256,009	\$3,528

*Total annual eligibles may differ in Tables 3, 4, and 7 due to rounding of different variables in calculating the annual number of eligibles based upon average of the monthly eligibles.

- Annual eligibles, beneficiaries served and AACB increased each year from CY 2019 to CY 2021. The PR declined from CY 2020 to CY 2021 (7.06 percent vs. 6.94 percent.)

Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021

Age Groups	Annual Eligibles	# of Beneficiaries Served	Penetration Rate	Similar Size Counties Penetration Rate	Statewide Penetration Rate
Ages 0-5	720	-	-	1.71%	1.96%
Ages 6-17	1,478	134	9.07%	8.65%	5.93%
Ages 18-20	286	<11	-	7.76%	4.41%
Ages 21-64	3,157	220	6.97%	8.00%	4.56%
Ages 65+	660	43	6.52%	3.73%	1.95%
Total	6,301	431	6.84%	7.08%	4.34%

- PRs exceeded statewide rates for all ages except those ages 18-20. PRs exceeded similar sized county rates for those aged 0-5, 6-17, and 65 and over.

Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	25	5.80%
Threshold language source: Open Data per BHIN 20-070		

The race/ethnicity data can be interpreted to determine how readily the listed race/ethnicity subgroups comparatively access SMHS through the MHP. If they all had similar patterns, one would expect the proportions they constitute of the total population of Medi-Cal eligibles to match the proportions they constitute of the total beneficiaries served. Table 7 and Figures 1–9 compare the MHP’s data with MHPs of similar size and the statewide average.

Table 7: PR of Beneficiaries Served by Race/Ethnicity CY 2021

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	38	<11	-	7.64%
Asian/Pacific Islander	49	<11	-	2.08%
Hispanic/Latino	1,995	81	4.06%	3.74%
Native American	1,160	59	5.09%	6.33%
Other	428	37	8.64%	4.25%
White	2,632	251	9.54%	5.96%
Total	6,302	431	6.84%	7.64%

Inyo served 431 unique beneficiaries in CY 2021 with 251 White beneficiaries served and 81 Hispanic/Latino beneficiaries served. The MHP’s White penetration rate was 60.1 percent greater than the statewide rate (9.54 percent vs. 5.96 percent) and the Hispanic/Latino penetration rate was 8.6 percent greater than the statewide rate (4.06 percent vs. 3.74 percent.)

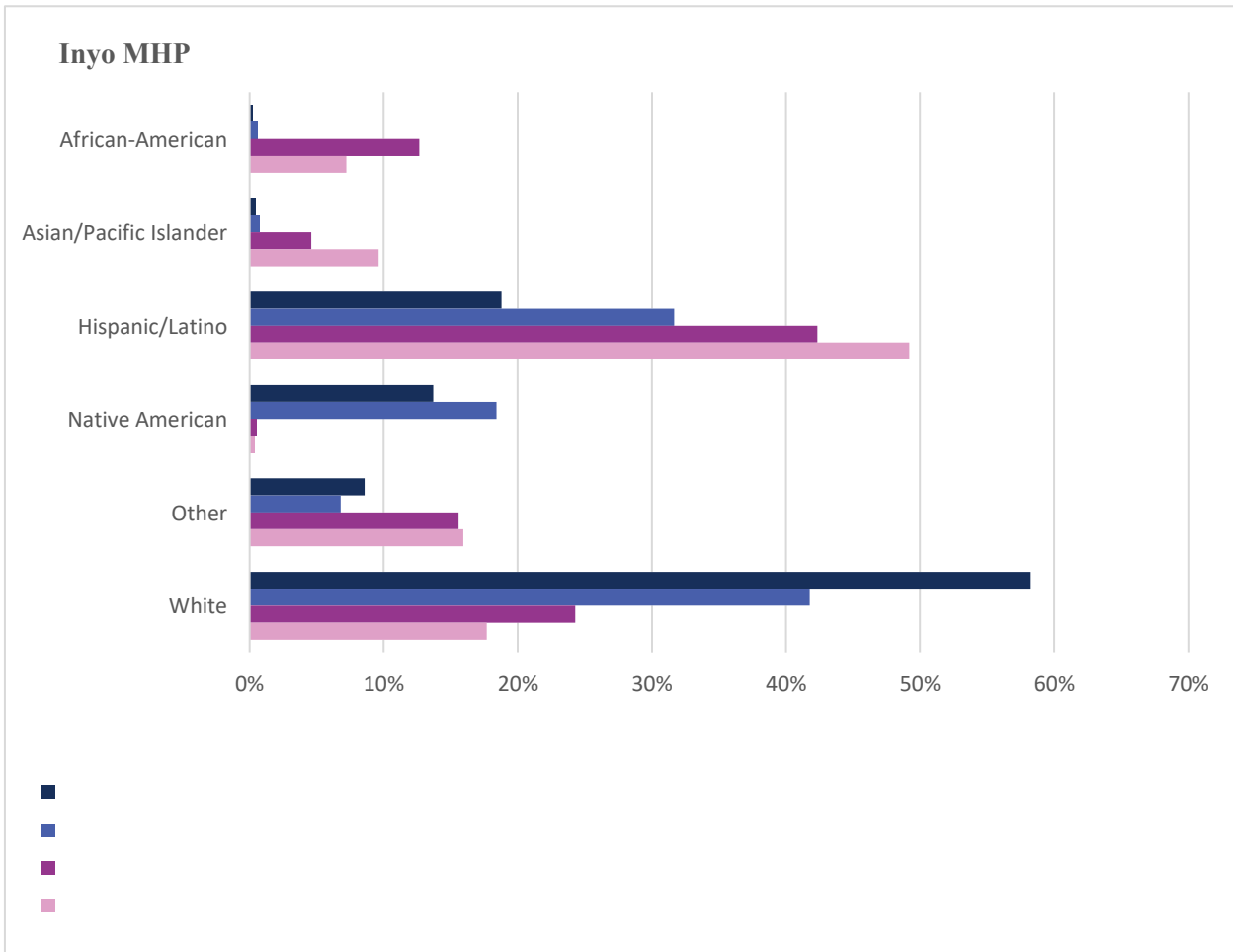
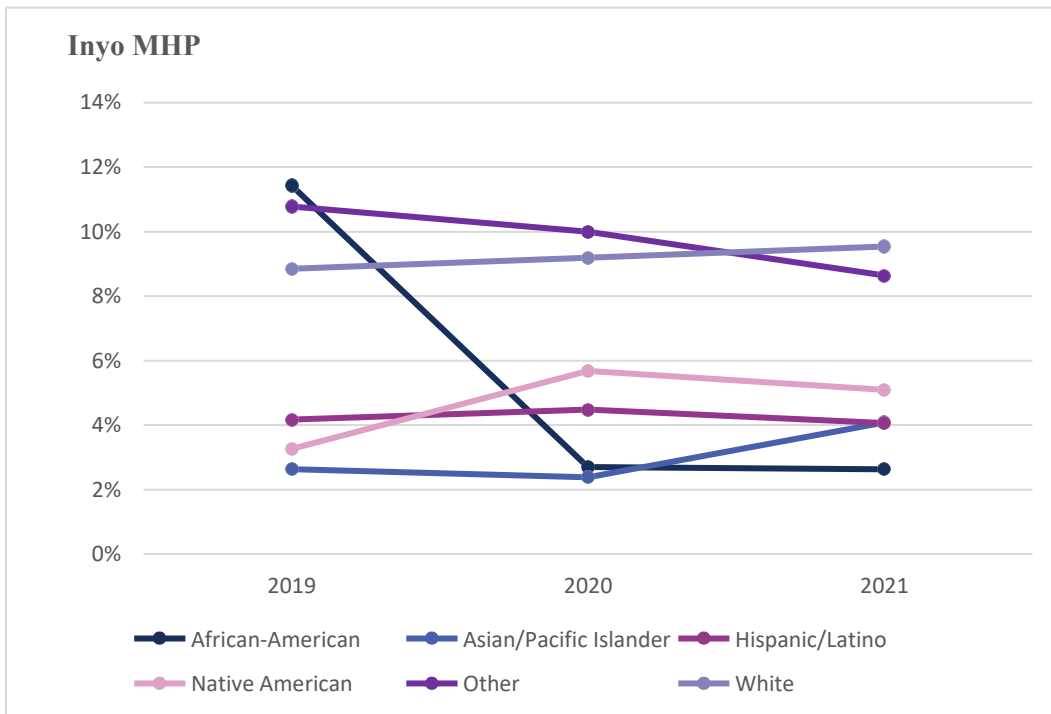


Figure 1: Race/Ethnicity for MHP Compared to State CY 2021

	White	Other	Native American	Hispanic/Latino	Asian/Pacific Islander	African-American
MHP % Served	58%	9%	14%	19%	0%	0%
MHP % Eligible	42%	7%	18%	32%	1%	1%
State % Served	24%	16%	1%	42%	5%	13%
State % Eligible	18%	16%	0%	49%	10%	7%

- Euro-Americans (white) comprised 42 percent of the eligible population and 58 percent of those served. The Hispanic/Latino population comprised the next largest race/ethnicity group with 32 percent of the eligible population and 19 percent of those served.
- The most proportionally overrepresented group in the MHP was White, and the most underrepresented group in the MHP was Hispanic/Latino.

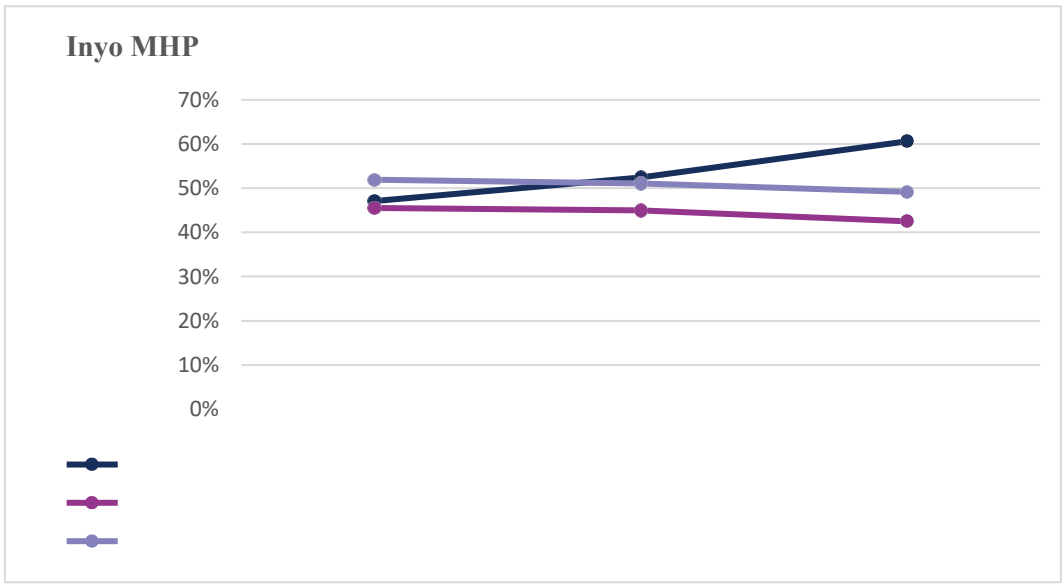
Figures 2–11 display the PR and AACB for the overall population, two race/ethnicity groups that are historically underserved (Hispanic/Latino, and Asian/Pacific Islander), and the high-risk FC population. For each of these measures, the MHP's data is compared to the similar county size and the statewide for a three-year trend.



Race/Ethnicity PR

Figure 2: MHP PR by Race/Ethnicity CY 2019-21

- From CY 2019 to CY 2021, Asian/Pacific Islander, Native American and Hispanic/Latino PRs were consistently lowest while White and Other had the highest PRs. It should be noted that African-American and Asian Pacific Islander race/ethnicity groups each served <11 beneficiaries, and lower beneficiary counts can cause greater year over year variations in the data.



Foster Care PR

Figure 10: Foster Care PR CY 2019-21

	2019	2020	2021
MHP	47.06%	52.38%	60.61%
Small-Rural	45.51%	44.98%	42.49%
State	51.91%	51.00%	49.15%

- FC PR increased each year from CY 2019 to CY 2021 and in CY 2021 exceeded both the small-rural and statewide rates.

Source: BHC MHP EQR Final Report FY 22-23

INYO COUNTY'S STRENGTHS AND VULNERABILITIES:

Strengths:

- Community members care for one another.
- Connection through events and rituals
- Knowledge and concern for the land and water issues
- Awareness and concern for increasing substance use
- Multi-generational connection
- Appreciation of cultural differences
- Desire to help and to find solutions to disparities in access to culturally appropriate addiction services, healthcare, and mental health therapy; housing, and healthy food.

Vulnerabilities:

- Lack of recovery resources for adolescents and adults
- Lack of recovery resources for residential drug and alcohol treatment
- Developmental trauma as a root cause for substance use disorders and mental health challenges
- Few resources for Spanish-speaking community members
- No housing resources for individuals experiencing homelessness
- Marginalization of indigenous people (overrepresentation in jail and disproportionate numbers experiencing post-traumatic stress related symptoms, mental illness, substance use, and health problems typically associated with developmental trauma.
- Fear of seeking services

Inyo County's Division of Behavioral Health has prioritized awareness and education to staff members around trans-generational, race-related, and historical trauma and how families have struggled to manage the myriad ways in which trauma manifests. There is more potential for community members to be more involved in prevention and support as volunteers or paid staff.

ICBHS will utilize training and education funding for community members and partners in Mental Health First Aid, Applied Suicide Skills Intervention (ASIST), and other trainings in trauma awareness.

We are rebuilding and revisiting how best to collaborate with our community partners post-COVID which include regular multi-disciplinary team meetings with probation, Northern Inyo Healthcare District, Inyo County sheriff's department, Bishop Police, Toiyabe Family Services, and other departments within Inyo County HHS. We are invested in training and education in trauma awareness and cultural humility and will continue to offer Trauma Informed Care training and ongoing training and education in Justice, Equity, Diversity, and Inclusion (JEDI). Our mission is to bring those principles into all aspects of services.

Mental Health Services Act – Foundational Precepts

Inyo County Behavioral Health Services is committed to following the California Code of Regulations to ensure that MHSA services are in keeping with its foundational precepts of being

- Client Centered
- Family Centered
- Community-Based and Collaborative
- Culturally Competent
- Outcomes driven

RESOURCES:

CA Code of Regulations - Title 9 - Rehabilitative and Developmental Services, Division 1 - Department of Mental Health

Chapter 14 - Mental Health Services Act

Article 2 - Definitions

Sections 3200.050, 3200.120, 3200.060, 3200.070, 3200.100

Definitions:

MHSA – Mental Health Services Act

ICBHS – Inyo County Behavioral Health Services

Services will be client driven: "Client Driven" means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Services will be Family Driven: "Family Driven" means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Services will be Community-Based and Collaborative: "Community Collaboration" means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

ICBHS will ensure that services are culturally competent: "Cultural Competence" means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

(1) Equal access to services of equal quality is provided, without disparities among racial/ethnic, cultural, and

linguistic populations or communities.

(2) Treatment interventions and outreach services effectively engage and retain individuals of diverse racial/ethnic, cultural, and linguistic populations.

(3) Disparities in services are identified and measured, strategies and programs are developed and implemented, and adjustments are made to existing programs to eliminate these disparities.

(4) An understanding of the diverse belief systems concerning mental illness, health, healing and wellness that exist among different racial/ethnic, cultural, and linguistic groups is incorporated into policy, program planning, and service delivery.

(5) An understanding of the impact historical bias, racism, and other forms of discrimination have upon each racial/ethnic, cultural, and linguistic population or community is incorporated into policy, program planning, and service delivery.

(6) An understanding of the impact bias, racism, and other forms of discrimination have on the mental health of each individual served is incorporated into service delivery.

(7) Services and supports utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic population or community.

(8) Staff, contractors, and other individuals who deliver services are trained to understand and effectively address the needs and values of the particular racial/ethnic, cultural, and/or linguistic population or community that they serve.

(9) Strategies are developed and implemented to promote equal opportunities for administrators, service providers, and others involved in service delivery who share the diverse racial/ethnic, cultural, and linguistic characteristics of individuals with serious mental illness/emotional disturbance in the community.

PROCEDURES:

Ensuring services are Client Centered: ICBHS clinical staff will work with each client to identify strengths in seven Life Domains pursuant to CalAIM documentation standards (DHCS-BHIN 22-019). ICBHS will work with clients on identifying barriers to optimizing strengths and will engage client's natural supports (family, friends, colleagues, teachers, spiritual guides, and other providers) to create a service plan based upon client's stated needs and goals.

Ensuring Services are Family Driven: Services for children and adolescents will involve the child's parents or caregivers when safe and appropriate, extended family, and others whom the children and family consider part of their kinship system. Planning will be driven by the family's values and needs, and that care plans are established to optimize the children's overall well-being and build on the family's strengths.

Ensuring services and supports are community-based and collaborative:

ICBHS will conduct stakeholder meetings each month in the planning process. "Stakeholder" means individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families, (CA CCR 3200.270).

ICBHS will ask for community feedback and input by conducting surveys intended to identify needs and gaps in services each year which will also inform the planning process.

Ensuring services and programs are outcomes driven:

- ICBHS will invite each client and family enrolled in Full Services Partnerships to provide feedback in Team Meetings as to their progress as they define it;
- Community partners will provide quantitative data on enrollment in services and completion of services on a quarterly basis
- ICBHS will track data by service category at the Wellness Centers.

Community Program Planning

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2022-2025 Three- Year Plan built upon the planning process for the previous MHSA Three-Year Plan and the most recent Annual Update.

This year's planning process was not as comprehensive as the previous planning process due to COVID restrictions and having significant changes in leadership in the first few months of 2022. We have conducted an ongoing Community Needs Assessment which has been distributed electronically and was made available in hard copy to clients, community partners and agencies within Inyo County HHS. The initial survey distributed in May of 2022 was available for 45 days and number of respondents was significant enough to inform the services and supports plan at least until the Three-year Plan is submitted with updates on June 30, 2023.

ICBHS will discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and monthly

Behavioral Health Advisory Board meetings.

As part of our monthly Advisory Board meetings, Deputy Director and Program Supervisors will inform Behavioral Health Advisory Board and participants of each of the programs' statistics and accomplishments. We will discuss ongoing challenges and potential solutions, including the following:

- Capacity and staffing issues,
- Crisis response and how to partner with law enforcement and emergency departments
- Access issues for clients who live in remote parts of the County,
- Transportation barriers for clients needing transport to the Crisis Stabilization Unit or a psychiatric hospital,
- Homelessness and lack of affordable housing,
- Community-based solutions for mentally ill and/or substance-involved clients who are chronically incarcerated and/or presenting in the emergency departments
- Mental health awareness and stigma within the community.

Ideally, the Community Planning Process occurs on an ongoing basis in response to needs and outcomes that are data-driven. In keeping with MHSA principles and the California Codes that inform MHSA services, services are community-based, needs based, family driven, and outcomes driven. In service of making services relevant, we will be asking clients for feedback on an ongoing basis via surveys and questionnaires.

The draft of the three-year workplan for 2022-2025 is shared with Inyo County's Health and Human Services leadership team from Child Welfare Services, Prevention, Eligibility, Public Health, and the administration. It is shared with the Behavioral Health Division staff and Substance Use Disorders program staff and is made available on Inyo County's website. To maximize resources, Inyo County has historically partnered with Mono, Alpine, and Kern Counties to ensure that we are not duplicating services and are instead combining resources and identifying gaps.

What are the service components of the Mental Health Services Act?

Components addressed by the planning process included Community Services and Supports (CSS) "Community Services & Support (CSS) is the largest component of the MHSA. CSS provides direct services to individuals with severe mental illness using a client-centered, wellness, and recovery-focused approach, including housing," (Mental Health Services Oversight and Accountability -(MHSOAC)

Full Services Partnership (FSP) – Clients and providers identify strengths and needs for clients and provide a full spectrum of services to optimize potential for achieving mental, physical, and spiritual well-being.

Prevention and Early Intervention (PEI) – "The goal of the Prevention & Early Intervention (PEI) component of the MHSA is to help counties prevent negative outcomes by intervening early in the onset of mental health needs with timely access to services and support. The MHSA requires collaboration with consumers and family members in the development of PEI projects and programs.," (MHSOAC).

Innovation (INN)- The MHSA's Innovation component aims to explore and develop new mental health models that improve the quality of services, promote collaboration, and increase access to services. Counties propose Innovation plans to the Commission, which selects candidates for funding.

Workforce Education and Training (WET) - The Workforce Education & Training component supports the building of diverse mental healthcare workforces to include the viewpoints and expertise of clients and their families/caregivers and provide services that are linguistically and culturally competent.

Capital Facilities and Technologies Needs (CFTN) - The Capital Facilities & Technological Needs (CFTN) component supports the development of facilities and technologies used for administrative services or delivery of mental health services. Counties may use these funds to underwrite peer-support and consumer-run facilities, develop community-based settings, and build technological systems to deliver services.

The MHSA FY 2022-2025 Three-Year Plan was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the MHSA FY 2022-2023 Three-Year Plan was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of this MHSA Three-Year Plan and the strategies to maintain services.

Stakeholder Participation

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

2022-23 CCMU Stakeholder, Community Partner, and Consumer meetings

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

2022-23 Ongoing CPP Meetings:

- Weekly: Jail MDT meetings – Behavioral health, SUD program staff, Jail nurse, re-entry staff, probation – Purpose: case planning and access to Wellness Center and progress House Programs
- Bi-weekly Meetings with NIHD ER nurse managers to monitor crisis response and amend crisis response protocols as needed. Monitor number of clients who present in the ER due to drug-induced psychosis as opposed to chronic mental illness.
- Monthly: Behavioral health Advisory Board Meetings – Agenda items include public comment and addition of suggestions for improvements in services including MHSA CSS at the Wellness Centers
Northern Inyo Hospital Emergency Room staff to determine data on psychiatric emergencies, follow-up care, 5150 hospitalizations, and substance-related emergencies. Coordination of care and access to Wellness Center and Progress House programs.
- Purpose: Community Collaborative meetings
Case management and triage for incarcerated clients and the need for pre-emptive crisis response to keep mentally ill individuals out of jail and in treatment; best practices for re-entry and case planning for severely mentally ill incarcerates.

CPP Meetings 2022

- 04/04/22: Meeting with Inyo County Probation – six participants
- Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis

04/08/22:	Meeting with Bishop Police chief – Deputy Director Pier and Chief Standridge
Purpose:	Discussion about why ICBHS does not respond to crisis in the field and the need for law enforcement to have support from trained crisis intervention personnel. Develop protocol for coordinated response. Transportation barriers in getting clients to a PHF or CSU. Education for community members and staff in Mental Health First Aid, ASIST, and CIT.
04/21/22	Meeting with Bishop Paiute Police Chief – Deputy Director Pier and Police Chief Julian
Purpose:	Determine how to collaborate with ICBHS on responding to crises and the need for mobile outreach for indigenous people on the reservations.
06/01/22	Meeting with Toiyabe Family Services – Deputy Director Pier, Director Michelle Saenz
Purpose:	Identify needs for crisis response and capacity for responding to the ER Need for mobile response in the field, especially on the reservations
06/10/22	Summit Meeting – 28 participants (probation, Law enforcement, Inyo Superior Court, behavioral health, DA’s office
Purpose:	Coordination of a system of care for justice-involved individuals for whom “mental health diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines e.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment? f.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.
06/23/22	CCMU Learning Collaborative
Purpose:	Adding peers to CCMU grant – Training peers and Promotores in ASIST, MH First Aid to support law enforcement and staff CCMU
07/25/22	Community Needs Assessment Meeting with Northern Inyo Hospital
	Attendees: Jennalyn, Outreach, Allison Partridge, Chief Nursing Officer, Topah, NIH Board Member, Joseph Herman, CEO Toiyabe, Mary May, NIH Board member, Kelli Davis, CEO NIHD, Dan David, Outpatient Coordinator
Purpose:	<ol style="list-style-type: none"> 5. How to better provide follow up after ER visit for substance involved individuals and individuals with mental illness. 6. Linking MAT patients with IOP groups at Inyo County by designating one of our SUD staff as a liaison to coordinate with NIH bridge navigator. 7. Establishing regular meetings between NIH ED staff and ICBHS to build the continuum of care and the capacity to better understand the individuals we serve. 8. Develop data driven, outcomes driven services
08/09/22	CCMU Planning Meeting – Health Management

Purpose:	<p>Structuring the Action Plan</p> <ol style="list-style-type: none"> 7. Mission statement 8. Values statement 9. Program Rationale 10. Detailed Implementation plan 11. Goals based on SMART <ol style="list-style-type: none"> a. Specific b. Measurable c. Attainable d. Relevant e. Timely 12. Dissemination Plan
08/11/22	<p>NIHD Collaboration Meeting</p> <p>Attendees: Dan David, Catie Grisham, Hallie Vickers, Arlene Brown, Heather Edwall, Melanie Fox</p>
Purpose:	<p>Continue conversation and solutions for creating an MOU between ICBHS and NIH to better coordinate outpatient care for MAT patients</p> <p>NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator</p> <p>Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?</p>
08/16/22	<p>Virtual meeting with Alma Esquivel with Vision y Compromiso</p>
Purpose:	<p>Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide and proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.</p>
08/17/22	<p>CBHDA Rural and Frontier Counties virtual meeting</p>
Purpose:	<p>How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing</p> <p>Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)</p> <p>Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff</p> <p>Mariposa County: working in partnership w/ LE but very challenged by understaffing</p> <p>San Bernardino County: Using data from crisis calls to determine need for types of crisis response</p> <p>Colusa County: Training peer support staff in crisis response</p> <p>Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services</p>

09/06/22

Bishop PD – Collaboration with Behavioral Health

Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”

Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

Bishop PD would like to be able to contact an on-call clinician to consult with when they are managing a person who is experiencing a psychiatric emergency. Bishop PD is invested in training officers in POST CIT but none are available. We would like to work together towards a MOST model in Inyo and to have BH and PD partner in crisis response as we implement CCMU

Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers:

It is challenging to engage community partners primarily because most feel there are no clear solutions to the main issues identified in surveys. Many first responders including law enforcement, emergency room staff, probation officers, child protective services social workers, behavioral health staff, and substance use disorders staff are experiencing varying degrees of post-secondary trauma or “compassion fatigue,” as defined by Charles Figley, in his 1995 book, and Ron M. Walls, M.D. (2018). Many express frustration that no clear solutions exist in Inyo County for the escalating need for behavioral health and crisis services, often complicated by substance-related problems such as brain injury and chronic health problems. Stakeholder and partners correctly identify that we have very few resources to meet a significant need and no real or sustainable solutions available in the near future for such issues as housing for people without shelter, availability of secure supervised living for severely mentally ill and/or substance-involved consumers, and lack of availability of adolescent or adult residential treatment for substance use disorders.

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and had formal meetings at least once per month until the enforcement of COVID restrictions in March of 2020 until February of 2022.

When Wellness Centers were open again, surveys were distributed to consumers however, the number of

respondents were not sufficient to determine needs and gaps. The Community Needs Assessment surveys from consumers in general were sufficient to determine needs and gaps.

Information was obtained in the following ways:

In May of 2022, we distributed a Community Needs Assessment survey made available electronically or in hard copy in English and Spanish. We collected surveys over a period of three months, the results of which were shared with stakeholders and with the Behavioral Health Advisory Board members at the October meeting. We also distributed Performance Outcomes and Quality Improvement (POQI) surveys to clients which are intended to measure satisfaction with mental health services and to identify needs.

Outcomes of Community Needs Assessments:

Inyo County Behavioral Health Services distributed Community Needs Assessment (CNA) surveys in English and Spanish to community partners, consumers and stakeholders.

The results of the CNA surveys indicated that:

- 4.) 77% of respondents would be more likely to seek support and care from family members than from, friends or from a therapist or a school counselor or clergy.⁶

Why this is significant: If community members are in distress and they would prefer to seek support and help from a family member, it suggests that we need to provide training in basis suicide awareness, skills for prevention, and education as to resources in Inyo County. It also suggests that we need to provide services that involve family members.

How MHSA services can meet this need:

- Offering Mental health First Aid and ASIST training to community partners, consumers and their families, and stakeholders
- Full services partnerships – comprehensive services for consumers and their families or legal guardians

- 5.) 64% of respondents reported that Alcoholism and drug addiction is Inyo County’s biggest problem.

Why this is significant: A disproportionate number of individuals struggling with addiction are BIPOC (indigenous people and people of color).

How MHSA services can meet these needs:

- Partnering and cross-referrals with Toiyabe Family Services to increase our capacity for outpatient recovery services
- Educating staff and community members in trauma as it relates to family events, discrimination and its effects on our BIPOC population.
- Improving on re-entry planning for incarcerated individuals including engagement in Wellness Center services and groups, full services partnerships, and linkage with appropriate resources

⁶ See Attachment A – Community Needs Assessment Summary – July 2022

- 6.) 53% of respondents report that Trauma is Inyo County's third most significant problem - chronic or terminal illness, death, divorce, mental illness, followed by lack of access to housing (53%), Trauma related to discrimination (racial and historical trauma or immigration trauma (46%), and lack of resources (42%)

Why this is significant: Our community is aware of trauma and that trauma is a root cause of mental illness, alcoholism, and drug addiction particularly for indigenous and LatinX community members. Homelessness and mental illness are strongly correlated.

How MHSA Services can meet those needs:

- Funding to educate staff, stakeholders, community members, and community partners on racial and historical trauma and provide access to trainings and learning materials
- Continue to use Prevention and Early Intervention funding to provide therapeutic and case management services in schools, to elder community members, and to young adults experiencing First Episode Psychosis.
- Continue to implement Trauma Informed Care (TIC) and extend its core principles out into the community.
- Use CSS funding to continue providing welcoming and culturally relevant groups at the Wellness Centers

School Mental Health and Early Intervention Services: While Behavioral Health provides services in each of the schools within the county, the services focus on youth with severe emotional disturbance and their families. School partners have long expressed a need for early intervention services to fill a gap between the support that can be provided by the school counselors and those services provided by Behavioral Health. While services were provided for several years through statewide PEI funds used to support North Star Counseling Services, there was a need expressed to restructure these services and to work to increase mental health awareness and reduce stigma. Two key informant interviews occurred with the Superintendent of Schools and two interviews occurred with four school counselors. Counseling services were identified as well as the need for training around suicide prevention, LGBTQ issues, and stigma reduction. In addition to these interviews, a survey was sent to schoolteachers and administrators.

The CPP also included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services includes Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

LOCAL REVIEW PROCESS

30-Day Posting Period and Circulation Methods

This proposed MHSA FY 2023-2026 Three-Year Plan will be posted for a 30-day public review and comment period from June 1, 2023 – June 30, 2023. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed Three-Year Plan has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The MHSA FY 2022-2025 Three-Year Plan is also available to stakeholders upon request.

Public Hearing Information

A public hearing will be conducted on July 6, 2023 at 1:00 p.m. at 1360 N. Main St – Rm 103., Bishop California, 93514 as a special meeting of the Behavioral Health Advisory Board meeting.

Substantive Recommendations and Changes

Input on the MHSA FY 2023-2026 Three-Year Plan will be reviewed prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC). Substantive changes will be submitted prior to Board approval.

COMMUNITY SERVICES AND SUPPORTS

All Ages/Populations

Community Services and Support (CSS) Program Description and Outcomes

REFERENCES:

CA WIC Division 5, Chapter 1, Sections 5600-5610

9 CCR 3620.05

9 CCR 3200.140

POLICY

Inyo County Behavioral Health Services recognizes and abides by WIC Division 5, Community Mental Health Services, Chapter 1. Section 5600-5610, and 9 CCR 3620.05, as follows:

(a) Mental illnesses are extremely common; they affect almost every family in California. They affect people from every background and occur at any age. In any year, between 5% and 7% of adults have a serious mental illness as do a similar percentage of children — between 5% and 9%. Therefore, more than two million children, adults and seniors in California are affected by a potentially disabling mental illness every year. People who become disabled by mental illness deserve the same guarantee of care already extended to those who face other kinds of disabilities.

(b) Failure to provide timely treatment can destroy individuals and families. No parent should have to give up custody of a child and no adult or senior should have to become disabled or homeless to get mental health services as too often happens now. No individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care. Lives can be devastated, and families can be financially ruined by the costs of care. Yet, for too many Californians with mental illness, the mental health services and supports they need remain fragmented, disconnected and often inadequate, frustrating the opportunity for recovery.

(c) Untreated mental illness is the leading cause of disability and suicide and imposes high costs on state and local government. Many people left untreated or with insufficient care see their mental illness worsen. Children left untreated often become unable to learn or participate in a normal school environment. Adults lose their ability to work and be independent; many become homeless and are subject to frequent hospitalizations or jail. State and county governments are forced to pay billions of dollars each year in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs.

(d) In a cost cutting move 30 years ago, California drastically cut back its services in state hospitals for people with severe mental illness. Thousands ended up on the streets homeless and incapable of caring for themselves. Today thousands of suffering people remain on our streets because they are afflicted with untreated severe mental illness. We can and should offer these people the care they need to lead more productive lives.

(e) With effective treatment and support, recovery from mental illness is feasible for most people. The State of California has developed effective models of providing services to children, adults and seniors with serious mental illness. A recent innovative approach, begun under Assembly Bill 34 in 1999, was recognized in 2003 as

a model program by the President’s Commission on Mental Health. This program combines prevention services with a full range of integrated services to treat the whole person, with the goal of self-sufficiency for those who may have otherwise faced homelessness or dependence on the state for years to come. Other innovations address services to other underserved populations such as traumatized youth and isolated seniors. These successful programs, including prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and are provided in an integrated services system.

(f) By expanding programs that have demonstrated their effectiveness, California can save lives and money. Early diagnosis and adequate treatment provided in an integrated service system is very effective; and by preventing disability, it also saves money. Cutting mental health services wastes lives and costs more. California can do a better job saving lives and saving money by making a firm commitment to providing timely, adequate mental health services.

(g) To provide an equitable way to fund these expanded services while protecting other vital state services from being cut, very high-income individuals should pay an additional one percent of that portion of their annual income that exceeds one million dollars (\$1,000,000). About 1/10 of one percent of Californians have incomes in excess of one million dollars (\$1,000,000). They have an average pre-tax income of nearly five million dollars (\$5,000,000). The additional tax paid pursuant to this represents only a small fraction of the amount of tax reduction they are realizing through recent changes in the federal income tax law and only a small portion of what they save on property taxes by living in California as compared to the property taxes they would be paying on multi-million-dollar homes in other states.

9 CCR, Section 3200.080: “Community Services and Supports (CSS) is the section of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

9 CCR Section 3200.140: “Full Service Partnership Service Category” means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans, under which the County, in collaboration with the client, and when appropriate the client's family, plans for and provides the full spectrum of community services so that children and youth, transition age youth, adults and older adults can achieve the identified goals.

The Full Services Partnership component of the Mental Health Services Act offers clients the best opportunity to restore and sustain full functioning in seven life-domains identified in CalAIM goals to implement a “whole person care approach,” that encompasses physical, behavioral, developmental, dental, and, and long-term care needs.

Contact data is entered into BHIS by MHSA staff. Data is submitted to DHCS within 90 days of collection as required by section 9 CCR 3530.30.

PROCEDURES

Referral: The Full Services Partnership (FSP) referrals may come from multiple sources including hospitals where patients may be frequent visitors to the Inyo County emergency departments as a result of chronic mental illness and co-occurring substance use disorders, Inyo County’s Wellness Centers, Inyo County’s probation
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department, local high schools, Inyo County’s child welfare system or FIRST program, or other community-based agency. The “No Wrong Door,” approach (DHCS BHIN 22-011) which advances the CalAIM initiative to ensure outreach and engagement at all levels of the physical health, social services, educational, and justice systems is integral to identifying for the FSP program.

9 CCR Section 3620.05

Full Services partnership Admission Criteria:

(a) Individuals selected for participation in the Full-Service Partnership Service Category must meet the eligibility criteria in Welfare and Institutions Code (WIC) Section WIC Section 5600.3(a) for children and youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults at risk.

(b) Transition age youth, in addition to (a) above, must meet the criteria below.

(1) They are unserved or underserved and one of the following:

- (A) Homeless or at risk of being homeless.
- (B) Aging out of the child and youth mental health system.
- (C) Aging out of the child welfare systems
- (D) Aging out of the juvenile justice system.
- (E) Involved in the criminal justice system.
- (F) At risk of involuntary hospitalization or institutionalization.
- (G) Have experienced a first episode of serious mental illness.

(c) Adults, in addition to (a) above, must meet the criteria in either (1) or (2) below.

(1) They are unserved and one of the following:

- (A) Homeless or at risk of becoming homeless.
- (B) Involved in the criminal justice system.
- (C) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment, or

(2) They are underserved and at risk of one of the following:

- (A) Homelessness.
 - (B) Involvement in the criminal justice system.
 - (C) Institutionalization.
- (d) Older adults, in addition to (a) above, must meet the criteria in either (1) or (2) below:

(1) They are unserved and one of the following:

- (A) Experiencing a reduction in personal and/or community functioning.
- (B) Homeless.
- (C) At risk of becoming homeless.
- (D) At risk of becoming institutionalized.
- (E) At risk of out-of-home care.

(F) At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

(2) They are underserved and at risk of one of the following:

- (A) Homelessness.
- (B) Institutionalization.
- (C) Nursing home or out-of-home care.
- (D) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.
- (E) Involvement in the criminal justice system.

(e) This section shall not prevent the County from providing services to clients with co-occurring conditions, including substance abuse, physical conditions/disorders, and/or developmental disorders/disabilities.

When clients meet criteria for FSP, the following procedures apply:

- 7.) Referral source will contact the Inyo County MHSA Coordinator and link clients for an intake appointment to discuss specific needs for immediate and long-term assistance with housing, food, educational assistance, medical and dental needs, transportation, and family support needs;
- 8.) MHSA Coordinator will assign a case manager or Peer Support Staff to link clients with behavioral health, SUD, and physical health services;
- 9.) Case coordinator will determine whether clients in need of housing are candidates for Progress House, Inyo County's 24/7 residential facility for TAY and adults up to the age of 54.
- 10.) ICHHS-BH will designate a Health and Human Services (HHS) Specialist to be the Personal Service Coordinator (PSC)/Case Manager for each client, and when appropriate the client's family, to be the single point of responsibility for that client/family. The designated PSC/Case Manager is responsible for developing an Individual Services and Supports Plan (ISSP) with the client and, when appropriate, the client's family. ICHHS-BH will ensure the PSC/Case Manager is culturally and linguistically competent or, at a minimum, is educated and trained in linguistic and cultural competence and has knowledge of available resources within the client/family's racial/ethnic community.
- 11.) The MHSA staff in the role of the PSC or the other qualified individuals known to the person/family working with MHSA will be available to respond 24 hours a day, 7 days a week to provide after hour intervention. A log of MHSA after hours contact is recorded by Progress House staff screening the calls after hours and reviewed by the MHSA team.
- 12.) Persons admitted to ICHHS-BH and meet medical necessity for Medi-Cal Specialty Mental Health Services will be reviewed in accordance with authorization cycles and at a minimum have an annual review. MHSA goals will undergo ongoing review as the person completes goals and supportive needs change.

Case Planning and Outcomes

In keeping with MHSA precepts, services are client driven, family driven, needs driven and outcomes driven.

- 5.) Assessments are completed using the strengths-based tools and the five life domains according to the CalAIM documentation guidelines set forth in DHCS BHIN 22-019 to determine strengths and needs

- 6.) ICC or Intensive Care Coordination: A comprehensive ISSP (integrated Services and Supports Plan) will be developed by the client’s identified treatment team which may include a physical health provider, a behavioral health provider, a psychiatrist, a behavioral health nurse, a case manager or peer support person, family members, SUD counselor, and spiritual advisors a to address needs in each of the life domains.
- 7.) Progress in each goal will be monitored on a weekly or bi-weekly basis using self-report questionnaires and the Stages of Change model to assist in monitoring treatment and modifying if necessary. Progress notes will follow standard accepted guidelines set forth in DHCS BHIN 22-019.
- 8.) When the client and the treatment team determine that the client’s goals have been met, the client will be graduated out of Full Services Partnership and may choose to step down to case management or maintenance care with behavioral health and SUD providers.

COMMUNITY SERVICES AND SUPPORT PROGRAMMING

Annual Projected Total expenditures FY 2023/24:

\$ 2,137,264.00

The MHSA CSS programs provide services to all ages [children (ages 0- 17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities.

The strategies are part of the larger system/continuum of care now implemented as part of CalAIM (California Advancing and Innovating Medi-Cal). The mental Health Services Act’s core principles and regulations are similar in that a “whatever it takes” service approach applies under both programs to meet client and family needs. This approach has allowed us the transformative flexibility to meet our clients where they are in terms of life-domain functioning and needs for strengthening and building upon natural supports. Services for all populations are intended to acknowledge that anyone can experience compromised ability to function at their best, and that our ability to partner with other agencies and to include natural supports in case planning will yield optimal outcomes. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families.

Inyo County Behavioral Health services prioritizes meeting clients’ needs in a timely and culturally aware manner. We recognize that some of our community members do not experience themselves as “mentally ill,” and that we can best serve them by including them in Wellness Center groups where they may participate in groups and services according to their particular needs. To ensure easy access, our Wellness Centers are centrally located and easy to find. We offer Bilingual case management services via the language line or when we have Bilingual staff available.

CSS Programs:

1.) **Full Services Partnerships** - Includes comprehensive behavioral health and substance abuse assessments, wellness and recovery action planning, case management services, individual and group mental health services; crisis services, peer-led self-help/support groups, education and employment support, education and awareness around stigma associated with mental illness, linkage with primary care providers, and housing support and assistance.

The Full Services Partnership provides crisis respite and housing for TAY (Transitional Age Youth aged 18-25)

experiencing FEP (first episode psychosis), which is in fidelity to our MHSA model, and the UC Davis Core Practice Model for early intervention and treatment. We will continue to purchase four (4) beds at Progress House, an Adult Residential Facility for individuals with severe mental illness who are transitioning out of acute care, incarceration, and for individuals experiencing homelessness.

We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite services for at least 15 adults. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

This year, we focused on work/volunteer experience to increase transition readiness. We continued to offer work experience in the provision of reception services at the wellness center sites. At least five persons participated in this work experience. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are proposing to expand this strategy in the next three years through a combination of funds, including funds received under the Mental Health Block Grant (MHBG) as well as MHSA funds. We will use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

We also continue to offer Latino Outreach through both the wellness center sites and within the community. A contracted bilingual therapist, also employed by the schools, provides mental health services to Latino youth and their families. These youth and families may be hesitant to come into the traditional clinic especially if there are immigration issues. The therapist treats anxiety and depression related to trauma issue as well as provides family support. This year, there was an increased need expressed around youth impacted by DACA (or the Dream Act).

The contracted therapist has worked to advocate for youth and to provide support services. Approximately 10 youth were served through this CSS strategy along with outreach to at least 50 additional persons.

This year, we are proposing to use a new hired Spanish-speaking Licensed Clinical Social Worker to provide additional services to Spanish-speaking women to address issues of anxiety and trauma. This service will be provided at the wellness center or other community site.

A specific strategy has been needed to address the needs of our isolated southeastern area of the County, the Death Valley area, closer to Nevada population centers than to Inyo towns. While there is a contract with a mental health provider in Pahrump, few persons are willing or able to engage in this service. A limited amount of telemedicine is also available for persons engaged in services. A strategy of using a Mental Health Nurse to

outreach and engage with persons with mental illness in this part of the county has been most useful. The Nurse has provided services to several isolated older adults who live in this community as well as checking in with adults or youth and family who have been identified with mental illness. Persons often evidence co-occurring addiction issues as well as related health conditions. The Nurse also participates in a bi-monthly community potluck that serves to connect with residents effectively. The Nurse has further been trained as a certified Mental Health First Aid trainer and has scheduled to provide this training for interested persons in the community.

The CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services. Over the past years, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted multiple food drives, assisted with relief efforts for fire victims, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and made blankets for the Hospice program. In addition, 3 to 5 consumers volunteer at the local Salvation Army and several more are involved in seasonal bell-ringing. These “stigma-busting” activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

Full Services Partnership

Projected budget:

- **Cost per client in FSP (Included in total CSS budget):**
- **\$3,500 per month**
- **We estimate serving twelve clients per month - \$42,000**
- **35% of \$2,137,264.00 (projected revenue) = \$748,042.00**
- **\$504,000 per year projected expenditure for FSP**

The following represents our persons served under CSS strategies:

FSPs Ethnicity by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Caucasian	1	5	18 (2 veterans)	11 (1 veteran)	35
Native American	0	0	2	0	2
LatinX	1	3	1	0	5
Total	2	8	21	11	42

Average Cost per FSP = \$23, 053.. It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

Unduplicated Wellness Center Visitors by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Bishop	4	33	161	56	254
Lone Pine	0	0	27	1	28

2.) **Wellness Centers:** Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with meals, showers, laundry facilities, assistance with applications for CalFresh, housing assistance, social security disability, and Medi-Cal. domestic violence advocacy necessary services and supports in a welcoming environment.

Case management staff may assist clients experiencing violence in their homes through linkage with Wild Iris. Clients who need assistance with employment may be linked with Job Spot, and clients who would like to

explore educational opportunities may be linked with Cerro Coso College or opportunities for training in Peer Counseling through Inyo County Behavioral Health Services. In 2021/22 year, the Wellness Centers served over thirty adults/older adults who were without shelter by offering meals, showers, laundry facilities, and access to other necessary services. During times of more extreme hot or cold or otherwise inclement weather, we have linked persons to temporary shelter provided by the Salvation Army or the Methodist Church.

We provided ongoing peer-facilitated groups at the Wellness Center in Bishop, including recovery, journaling, creative expression through art, nutrition, blanket-making, and Wellness Walking. We also provide groups such as money management, smoking cessation, gardening, and dialectical behavioral therapy to persons at the wellness center facilitated by Behavioral Health staff members.

Wellness Center Groups are new additions for 2022-23 and statistical data for FY 2023 will capture the following metrics:

- 6.) Groups will be based upon community needs and gaps as evidenced by Community Needs Assessment Surveys;
- 7.) Group will be time-limited to six months
- 8.) Participants will be asked to self-select into groups, each of which will be focused on an area of need such as how creative expression can help with anxiety, or how to enhance recovery through better nutrition.
- 9.) Participants will be asked to complete anonymous surveys at the end of the series and report on whether the group met their needs using a Likert scale
- 10.) Outcomes data will be utilized in planning future groups

Clients may also participate in planting and caretaking of the garden at the Wellness Center during the spring and summer months and will have opportunities to learn to cook with fresh vegetables and to participate in entering vegetables at the fair as part of community inclusion. Clients also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Our Wellness Center clients are able to earn incentive cards as well as to develop a sense of ownership and pride in the facility.

We moved to a new wellness center site in Lone Pine in late spring of 2017. The new property is a duplex in the center of the town and within walking distance to the main resources including social services, school sites, and hospital. We continue to offer cooking and showers as well as to have a slightly bigger group room capability.

Families Intensive Response Strengthening Team (FIRST)

This year, we are proposing to identify additional youth in need of full-service partnership (FSP) within our FIRST program. As part of our overall ICHHS Children’s System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building upon existing protective factors. Strengths- approaches consider several factors in developing a care plan;

- 1.) Developmental history including trauma and at which points in developments, trauma has occurred
- 2.) Functioning in life domains – We evaluate how well family members are able to manage the stressors of everyday life within family system. We look at functioning in the family in the domains of education, work, physical health, substance use, mental health history, and spiritual life.
- 3.) Existing resources or natural supports – What has worked for the family in terms of managing challenges, changes, and “big T traumas,,” and “little T traumas, which are better explained in the research into complex post-traumatic stress disorder and developmental trauma.
- 4.) Developing intervention strategies and measuring outcomes

FIRST utilizes a multi-disciplinary approach in developing a care plan which includes clinical staff, substance use disorders staff, child -protective services social workers, case managers, Parent Partners, healthcare providers, other advocates such as CASA's or coaches, teachers, and spiritual mentors. We may include resources from the First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children.

FY 2023/26 Annual Projected Cost for FIRST

\$250,000

WELLNESS CENTER – BISHOP

The Wellness Centers Model that many counties in California have adopted follow the Mental Health Service's Acts core principles which are to make services needs driven, client-centered, strengths-based, and outcomes driven.

The Wellness Centers model strives to:

- 1.) De-stigmatize mental health conditions by being inclusive and respecting each client's experiences.
- 2.) Be strengths-based in its programs and services by offering an array of services where clients may learn basic life skills, creative expression, improving nutrition awareness, opportunities for recreation and outdoors activities;
- 3.) Build community by including clients in planning and developing groups, projects, and programs.
- 4.) Be client-driven such that clients are the main informants of needs and gaps in programs and services
- 5.) Create an environment of safety by creating and committing to expectations of non-violence and non-discrimination for staff and clients.

As a community center for the purposes of serving community members experiencing homelessness, mental health challenges, and substance use disorders, the Wellness Center provides case management, assistance with accessing recovery services, therapeutic interventions, healthcare, financial assistance, housing, and resources for employment or continuing education.

The Wellness Center provides showers and laundry facilities, and a place to socialize, enjoy breakfast or lunch, and participate in groups. During the summer, we have a garden where clients can learn to grow vegetables and bring them home or learn to cook with Wellness Center staff.

In keeping with the mission of being welcoming and safe for all community members, the Wellness Center prohibits the use of alcohol and drugs on the premises, and is a tobacco-free environment.

WELLNESS CENTER – LONE PINE

The Wellness Center in Lone Pine provides case management, access to laundry facilities and assistance with

accessing financial help, food, housing, and linkage to mental health services including medication management with a psychiatrist.

Challenges and Mitigation Efforts

We continue to adjust following the pandemic and within the last year, we have re-established services and groups, and have implemented a more structured way of tracking client services through the use of electronic sign-in pads and asking clients to sign up for groups.

Our focus is on building capacity to serve by engaging other community-based agencies, working more closely with Inyo County Jail to meet the needs of justice-involved individuals, and with probation and re-entry staff to determine placement and needs for those who are not able to live independently post-release, or who need a comprehensive case plan to optimize integration back into the community.

The Wellness Center and the Progress House may provide care post-release for individuals with mental illness and who are ready to commit to a recovery program.

Older Adults

We have a growing population of older adults (59+) with health concerns and mental illness in Inyo County. Many have co-occurring substance use disorders which impacts both and which may also compromise their ability to live independently. We work closely with our Ageing and Social Services Division to coordinate care and anticipate needs in terms of healthcare, In-Home Support Services (IHSS), medication compliance, and assistance with ADL's (Activities of Daily Living). We provide transportation for older adults to Senior Centers and Wellness Centers for meals, and groups, or to medical and mental health appointments, and we coordinate with Senior Services to ensure that we are addressing the needs of older adults who may be isolated and struggling with depression.

MHSA Supported Housing in anticipation of MHSA reallocation of funding FY 2024/25:

- 2.) Stabilizing Community members as an alternative to hospitals and incarceration \$2,250,000
 - j.) Supported Housing (purchase of an existing structure like a motel or other structure that could be zoned for commercial use)
 - k.) Telepsychiatry
 - l.) Nursing
 - m.) Therapy
 - n.) Case management
 - o.) Residential caregivers 24/7
 - p.) Transportation
 - q.) Food
 - r.) Medication

PREVENTION AND EARLY INTERVENTION

Prevention Programs

ELDER OUTREACH

To better serve Inyo County's older adult population, the Elder Outreach Program, our Prevention and Early Intervention (PEI) program is intended to serve at-risk seniors who are experiencing symptoms of depression, prescription drug abuse, isolation, and other conditions of concern for an ageing population. The Elder Outreach Program provides outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder Outreach Program funding provides for a behavioral health nurse for screening, referral, and linkage, to services that address medical and mental health needs. support services to prevent the exacerbation of mental health conditions. Prevention and Early Intervention services are voluntary and client-centered, strengths-based, integrating wellness and recovery principles that address both immediate and long-term needs.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 48 older adults. This results in a cost of \$567.63 per individual. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian.

PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

2022/25 Friendly Visitor (FV) Program

- 6.) Outreach at Senior Centers – Bishop, Lone Pine, Tecopa**
 - a. Ask a Nurse – Two days per month**
 - b. Behavioral health and SUD program reps once a month**
- 7.) Transportation to Wellness Centers for groups**
- 8.) Home visits to bring food or groceries – bring pets,**
- 9.) Dog walking, outings to community events**
- 10.) Knowing what foods optimize health**

The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

The program has provided services to 17 seniors at a cost of approximately \$360.18. The average initial score on the PHQ9 was 11 with a range of 4 (very mild) to 23 (very severe) with four persons falling in this category. Five participants reported daily thoughts of “being better off dead”. A majority of the participants (>75%) reported moderate to severe pain symptoms. The categories where persons reported the most daily difficulty were in “feeling tired” and “trouble with sleep”. While there continue to be difficulty in obtaining “post” PHQ9s, participants surveyed report a high degree of satisfaction with the FV and a decrease in feelings of depression.

Challenges and Mitigation Efforts

We continue to struggle with having adequate nursing coverage as well as experiencing other staff turnover in Adult Social Services and the Aging program. This staffing issue makes it difficult to implement evidence-based strategies with consistency. We also continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we will investigate the viability of using a regional approach to address residential or other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

Significant Changes from Previous Fiscal Year

During the next three-year plan, we propose to add a prevention strategy targeted to youth. Health and Human Services Public Health and Prevention Division has provided prevention services for youth using braided funding from Substance Use Disorder funds, Tobacco Control funds, Women Infants Children (WIC) and various Child Abuse prevention services. In the last year, the Prevention team has expanded its mentoring program as well its use of outdoor programs to build protective factors. This year, we are proposing to expand the outdoor program to include youth who have been exposed to a high number of Adverse Childhood Experiences (high ACES scores). The correlation between high ACES scores and mental health symptoms and

risk for substance use disorders has been well-documented. The use of this strategy will be proposed for the FY 18/19 and 19/20 updates to the MHSA PEI Plan.

Annual Projected Cost for PEI/ Friendly Visitor, Elder Outreach

FY 2023/24 Annual projected budget \$149,920

PREVENTION AND EARLY INTERVENTION

Early Intervention Programs for Youth

2022/25:

Ideas for youth and transitional-age youth:

- **Wellness Centers at Bishop High School and Lone Pine High School schools staffed by youth peer counselors, case managers, SUD prevention and behavioral health providers,**
- **Services would include laundry facilities, a kitchen, hygiene products, LGBTQA+ resources, clothing exchange, reduction of stigma around eating and body image**

2023/26: Parent-Child Interaction Therapy (PCIT) Community Collaboration

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served seven additional families with this intervention. The approximate cost per family served under PCIT is \$5731.

FY 2023/24 Annual Projected Cost for PC Care \$10,000

Challenges and Mitigation Efforts

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies have an impact on service delivery and strategy implementation.

We have addressed the need for school-based early intervention services through a contract with ICOE and Northstar Counseling Center. The contract provides for counseling services for children and teens who do not meet medical necessity criteria for services with Inyo County Behavioral Health where we serve children with severe mental health challenges. The contract provides for training for youth in Mental Health First Aid with the intention of developing a Youth Peer Support team.

PREVENTION AND EARLY INTERVENTION

Suicide Prevention Programs

PEI Suicide Prevention Program Description and Outcomes

- 4.) ASIST
- 5.) SafeTalk
- 6.) Know the Signs

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. In addition, our Program Chief who has expertise in suicide prevention and crisis intervention has provided crisis intervention training in the County jail, the Juvenile facility and with the schools as well as providing ongoing training to staff in behavioral health.

Significant Changes from Previous Fiscal Year

In this three-year plan, we will provide crisis de-escalation and suicide prevention training in the ASIST and SafeTalk models to community members, law enforcement, first responders, school counselors and staff, probation staff, SUD program staff, and case managers within the Division of Behavioral Health.

The first of these trainings occurred in November of 2022. We will offer both trainings annually in addition to other trainings intended to build the capacity in the communities of Inyo County to be “the helpers,” and to be available and able to assist those in need of support and crisis intervention.

FY 2023/24 Annual Projected Budget \$50,000

PREVENTION AND EARLY INTERVENTION Stigma Reduction Programs

PEI Stigma Reduction Program Objectives for 2022-2026

- 5.) JEDI Committee - monthly meetings**
- 6.) Community Collaborative meetings once per quarter**
- 7.) Trauma informed communities – Trauma Informed Care training required for all HHS staff**
- 8.) BIPOC Trainings – PESI Online trainings**

INNOVATION

Innovations – Proposed research design in collaboration with Medical Directors for Inyo County Jail and SUD program
This project is being vetted through our behavioral health nursing staff, our medical director, and our contracted psychiatrist prior to any approval process with MHSOAC.

Genesight testing in jail and for outpatient mental health clients

Cost: \$350 per test kit

Number of clients: 30

Total cost: \$10,500

The purpose for Genesight testing would be to match genetic profiles and psychotropic medications to determine efficacy according to genetic profiles. This may be particularly valuable in ensuring the medication will be safe and effective for clients who have been substance-involved for long periods of time. Test kits include cheek swabs, laboratory processing and comprehensive results.

WORKFORCE EDUCATION AND TRAINING

WET Program – Training for FY 2023/2025

7.) ASIST and Safetalk funded by WET	\$24,000
8.) Promotora Training for Inyo Community Members	\$20,000
9.) Polyvagal Theory and Clinical Applications	\$20,000
10.) EMDR/SE trauma training?	\$50,000
11.) BIPOC training	\$10,000
12.) PC Care	\$1,000

Workforce Education and Training (WET) Coordination

When the original WET Plan was approved, ICHHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of trainings to benefit the workforce. In a small rural isolated community, offering training for community members to become Peer Support staff, Parent Partners (Promotores), and to provide basic crisis response makes sense. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our trainings that include community partners and other County agencies.

Fundamental Learning Program

Our training partners include *Relias*, an online training system, which offers courses in confidentiality, ethics, and regulations, as well as an array of continuing education courses for CE credit for behavioral health professionals, nursing staff, and substance use disorders staff.

Challenges and Mitigation Efforts

- Inyo County Behavioral Health Services continues to be challenged in recruiting bilingual staff.
- Inyo County Behavioral Health Services continues to be challenged in the hiring of our licensed psychotherapy staff and behavioral health nurses.
- Inyo County Behavioral Health Services continues to be challenged in providing psychiatry services.

Mitigation efforts include contracting for telehealth providers for psychotherapy and for psychiatry, and aggressive recruiting at universities for interns and practicum students.

CAPITAL FACILITIES/TECHNOLOGY

Capital Facilities and Technology Projects FY 2023/26

4. Electronic Health Record upgrade to Credible – Implemented January 2023
5. Wellness Center and progress House structural improvements
6. Preliminary planning for MHSA Modernization

Because of the anticipated changes to MHSA beginning in 2024, 35% of our total MHSA allocation must be reserved for housing and treatment.

The total budget for MHSA modernization for Inyo County could range between \$748,042.00 and \$1,053,344 for the duration of the Three-Year Plan

ANNUAL MHSA REVENUE AND EXPENDITURE REPORT and ADJUSTMENT WORKSHEET COUNTY CERTIFICATION

County/City: _____

Local Mental Health Director

Name: _____

Telephone: _____

Email: _____

Document for Certification:

FY: _____

I hereby certify¹ under penalty of perjury under the laws of the State of California that the attached Annual MHSA Revenue and Expenditure Report or Adjustments to Revenue or Expenditure Summary Worksheet is complete and accurate to the best of my knowledge.

Local Mental Health Director (PRINT)

Signature

Date

¹ Welfare and Institutions Code section 5899(a)

INYO COUNTY MHSA COMPLIANCE CERTIFICATION

Three- year Program and Expenditure Plan

Annual Update

Local Mental Health Director

Name: Kimball C. Pier, Ph.D., LMFT

Telephone: 760-873-3991

Address: 1360 N. Main St., Bishop CA 93514

Email: kpier@inyocounty.us

Program Lead

Name: Kimball C. Pier, Ph.D., LMFT

Telephone: 760-873-3991

Address: 1360 N. Main St., Bishop CA 93514

Email: kpier@inyocounty.us

I hereby certify that I am the official responsible for the administration of County/City mental health services in and for said County/City, and that the County/City has complied with all pertinent regulations and guidelines, laws, and statutes of the Mental Health Services Act in preparing and submitting this Three-Year Plan, including stakeholder participation and non-supplantation requirements.

This Three-Year plan has been developed with the participation of stakeholders, in accordance with CA Welfare and institutions Code, Sections 5813.5, 5830,5840, 5847,5891, and 5892; and Title 9 of the California Code of Regulations Sections 3400 and 3410, Community Planning Process.

The draft of the Three-Year Plan was circulated to representatives of stakeholder interests, and any interested parties for 30 days for review. A public hearing was held at the end of the 30-day comment period by the local mental health board for incorporation of comments. All input has been considered with adjustments made as appropriate.

The Three-Year Plan was submitted for Inyo County Board of Supervisor's approval on July 18th, 2023.

Mental Health Services Act funds are and will be in compliance with CA Welfare and Institutions Code Section 5892(h) and Title 9 of the California Code of Regulations Section 3410, Non-Supplant.

All documents and attachments are true and correct to the best of my knowledge.

Local Mental Health Director/designee – Printed Name
Inyo County Behavioral Health Services

Signature

Date: _____



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

July 18, 2023

Reference ID:
2023-3926

McLaren Lane Road Closure Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Sean Marsh, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the closure of McLaren Lane in Bishop between the hours of 8:00 a.m and 2:00 p.m on Monday, July 31, 2023 for the purpose of Southern California Edison workers replacing a utility pole.

BACKGROUND / SUMMARY / JUSTIFICATION:

Southern California Edison (SCE), has an annual encroachment permit (E23-27) and is requesting the closure of McLaren Lane in Bishop, Monday July 31st, 2023, between the hours of 8:00 a.m. and 2:00 p.m. for the purpose of Southern California Edison's replacing a utility pole (4878005E) at 262 McLaren Ln in Bishop.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the closing of this road for this encroachment permit. This is not recommended, as Southern California Edison is updating their electrical infrastructure to better serve the community of Bishop, and closure of the roadway will greatly increase safety for all working on this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Southern California Edison

ATTACHMENTS:

APPROVALS:

Sean Marsh	Created/Initiated - 6/29/2023
Darcy Ellis	Approved - 7/1/2023
Shannon Platt	Approved - 7/5/2023
Grace Chuchla	Approved - 7/5/2023
Michael Errante	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/12/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3961

Commercial Hangar Lease Agreement with REACH Air Medical at the Bishop Airport

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Approve and ratify the lease agreement between the County of Inyo and REACH Air Medical Services, LLC DBA Cal-Ore Life Flight, LLC of Sacramento, CA for the real property described as 770 Airport Rd., Bishop CA, for an amount in year one of \$3,800 per month for the period of January 1, 2023 to December 31, 2027, with four two-year options to extend through December 31, 2035, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This lease provides hangar space for REACH Air Medical Services, LLC at the Bishop Airport. The annual lease rate increases are tied to the Consumer Price Index (CPI) for the Los Angeles area. Should the County exercise the option for the extensions, the increase will be negotiated by both parties, but will not exceed five percent (5%) per extension period. The lease excludes a 40 foot by 25 foot portion of the hangar, which is retained by the County for storage of the Aircraft Rescue and Firefighting vehicle.

FISCAL IMPACT:

Funding Source	Non General Fund	Budget Unit	150100
Budgeted?	Yes	Object Code	4311
Recurrence	On-going revenue source		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this Lease Agreement. This is not recommended, as doing so would leave REACH Air Medical Services, LLC without hangar space, and would leave the Bishop Airport without an important revenue source.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. REACH Air Medical Lease
2. Attachment B to Hangar Lease

APPROVALS:

Ashley Helms	Created/Initiated - 7/5/2023
Darcy Ellis	Approved - 7/6/2023
Breanne Nelums	Approved - 7/6/2023
John Pinckney	Approved - 7/10/2023
John Vallejo	Approved - 7/11/2023
Amy Shepherd	Approved - 7/11/2023
Michael Errante	Approved - 7/12/2023
Nate Greenberg	Final Approval - 7/12/2023

**COUNTY OF INYO - BISHOP AIRPORT
HANGAR AND TIE DOWN SPACE COMMERCIAL LEASE**

THIS LEASE AGREEMENT, made and entered into this 30th day of June, by and between REACH Air Medical Services, LLC and Cal-Ore Life Flight LLC, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Ashley Helms, whose title is Deputy Public Works Director – Airports, hereinafter referred to as "County's Lease Administrator" and Bryce Simpson Facility Manager on behalf of Lessee REACH Air Medical Services, LLC and Cal-Ore Life Flight LLC.

2. LEASED PREMISES.

County leases to Lessee, and Lessee hires from County, as herein provided, a hangar and office space located at 770 Airport Rd. Bishop, CA 93514 (hereinafter referred to as "Airport"), County of Inyo, State of California, as more particularly shown in Attachment A. This space shall only be used to store the following described aircraft and vehicles owned by Lessee or Lessee's employees:

Aircraft #1 Aircraft Make: Pilatus
Aircraft Model: PC-12
Aircraft N#: N311VM (S/N 619)
Aircraft Gross Weight: 9921 lbs
FAA Registered Owner:
Name Guardian Flight
Address 4400 TX State Hwy 121 Suite 700
City/State Lewisville, TX 75056
Phone (469) 671-3726

Aircraft #2 Aircraft Make: Pilatus
Aircraft Model: PC-12
Aircraft N#: N991GF (S/N 483)
Aircraft Gross Weight: 9921 lbs
FAA Registered Owner:
Name Guardian Flight
Address 4400 TX State Hwy 121 Suite 700
City/State Lewisville, TX 75056
Phone (469) 671-3726

Lessee recognizes that the County may, on occasion, need to move the above-referenced Aircraft from its current hangar to a different hangar in order to ensure the proper operation of the Airport. Lessee permits the County to move its Aircraft without any prior notification or consent. If the Aircraft cannot be returned to its original hangar within a reasonable period of time, the County will make a good-faith effort to notify Lessee of the new location of its aircraft.

3. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for five years beginning January 1, 2023 and continuing through and including December 31, 2027. In addition to the initial term, there will be four (4) options to extend the Lease for additional two (2) year periods as follows:

- a. From January 1, 2027 through December 31, 2029.
- b. From January 1, 2029 through December 31, 2031.
- c. From January 1, 2031 through December 31, 2033.
- d. From January 1, 2033 through December 31, 2035.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

4. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (2) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
 - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
 - (3) Lessee has exercised all previous options to extend.
- b. Manner In Which Option Can Be Exercised.
 - (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
 - (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
 - (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

5. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

6. LEASE PAYMENTS.

Lessee will pay to County \$0.15 per square foot per month in year one. The lease amount will increase each year by the Consumer Price Index (CPI) for the Los Angeles area as

published by the Bureau of Labor Statistics at www.bls.gov. The annual lease amount in year one is \$45,600.00. The annual lease amount in subsequent years will be tied to the CPI for the Los Angeles area, and therefore cannot be calculated until those years. The first CPI increase is scheduled to occur on 01/01/2024. The increase or decrease will be determined by comparing the Base index value of the prior year's lease. The formula for the change is as follows: Current base index value minus the prior base index value divided by the base index value. The result will be multiplied by 100 to determine the percentage of the change in lease amount. Lessee agrees to pay County said amounts in quarterly installments of \$11,400 for year one, payable on the first day of each quarter, and thereafter during the term of this lease, or any extension thereof. If Lease payment is received more than ten (10) days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

In the event the Lessee exercises its option to extend the Lease for any or all of the four two-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed 5% percent of the rent for the most expensive year of the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one-tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

7. AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE STORAGE.

As depicted more specifically in Attachment A, this lease excludes a 40 x 25 ft. space within Hangar A ("the County space"). The County space remains under the control of the Lessor and will be used by Lessor for the storage of the Aircraft Rescue and Firefighting Vehicle ("ARFF"). Lessee has no right to utilize any of the County space for its operations or storage.

As further depicted in Attachment A, this lease includes a triangular area adjacent to the County space that is to be shared by both parties for the purpose of ingress and egress to the hangar ("the shared space"). The Parties agree that no equipment will be stored in the shared space and no vehicles or aircraft will be left unattended in the shared space. The shared space will only be used for active passage in and out of the hangar by vehicles or aircraft. Lessee understands that the ARFF may need to be deployed in emergency situations at unpredictable times and that preserving unimpeded access to the shared space is of crucial importance.

Both parties agree to exercise due care and caution to ensure that they do not damage the equipment of the other party when entering/exiting the hangar with aircraft or vehicles.

8. USE OF PREMISES.

The premises are leased to be used for storage of the aircraft described above. Lessee agrees to restrict Lessee's use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County, or of County's authorized agent.

9. MASTER EASEMENT.

The property herein leased by County to Lessee is the subject of an easement deed granted to County by the Department of Water and Power of the City of Los Angeles (LADWP) (see Official Records Volume 17, Page 462, dated October 7, 1929), which by this reference is incorporated into this Lease.

10. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

11. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

12. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

13. HOURS OF USE.

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

14. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by Lessee. County shall provide electrical service to those leased premises which cannot be separately metered for service.

15. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

16. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense, including but not limited to the following: Exterior walls and roof, plumbing, electrical, hangar door operation, heating and air conditioning, lighting, air compressors, roof and exterior siding and aprons and tie down areas within the Lease Premises, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by Acts of God. The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

17. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

18. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

19. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

20. WASTE.

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

21. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

22. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such

event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

23. LIABILITY INSURANCE.

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

24. INDEMNIFICATION/HOLD HARMLESS.

24.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

24.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

24.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

24.1.3. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

24.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee, Lessee's airplane, or any other property of Lessee from any cause, including inclement weather or natural disasters. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

25. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such

violations.

26. ASSIGNMENT OR SUBLEASE OF PREMISES.

Lessee agrees not to assign this Lease or encumber its leasehold, or any interest therein, without first obtaining the written consent of the County. Any such assignment shall not release the Lessee from liability hereunder, and any assignee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

Lessee shall manage the Leased Premises. Lessee may sublet portions of the Leased Premises for aircraft parking and aircraft operation purposes. Any rental or sub-lease used by Lessee shall, by reference, include all provisions of this lease and the Grant Assurances (Section 27) and shall comply with provisions of the Airport Master Lease and Master Easement, between the LESSOR and LADWP.

27. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

28. FAA-REQUIRED PROVISIONS

a. Nondiscrimination

The tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

b. Airport Protection

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

c. Property Rights Reserved

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Airport.

d. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

29. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days' notice to Lessee, amend this Lease as a result of any changes to the airport lease and/or easement with the Los Angeles Department of Water and Power, as referenced in Section Eight, or FAA requirements, so long as such amendment is limited to an incorporation of changes and/or modification to the Airport Master Lease, Airport Easement, and/or changes to the FAA training/badging/operational requirements. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

30. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

31. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

32. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other

obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

33. MECHANIC'S LIEN.

Lessee agrees to keep the leased premises free from all mechanics' liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

34. FORCE MAJEURE.

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

35. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

36. DEFAULT.

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

37. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

38. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be

enforced to the fullest extent permitted by law.

39. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

40. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: _____
_____.

41. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

42. CONSTRUCTION OF AGREEMENT.

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

43. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

Public Works Deputy Director
703 Airport Road
Bishop, CA 93514

**Department
Address
City and State**

LESSEE

Facility Manager
REACH Air Medical Services, LLC
8880 Cal Center Drive #125.
Sacramento, CA 95826

**Name
Address
City and State**

With a Copy Mailed to:
REACH Air Medical Services, LLC
Associate General Counsel
4400 TX State Hwy 121 Suite 700
Lewisville, TX 75056

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE**

Initial Term of Lease:
January 1, 2023 through June 30, 2024

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____
day of _____, 20_____.

COUNTY

LESSEE

Lease Administrator

By _____
Director, Department of Public Works

Date: _____

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

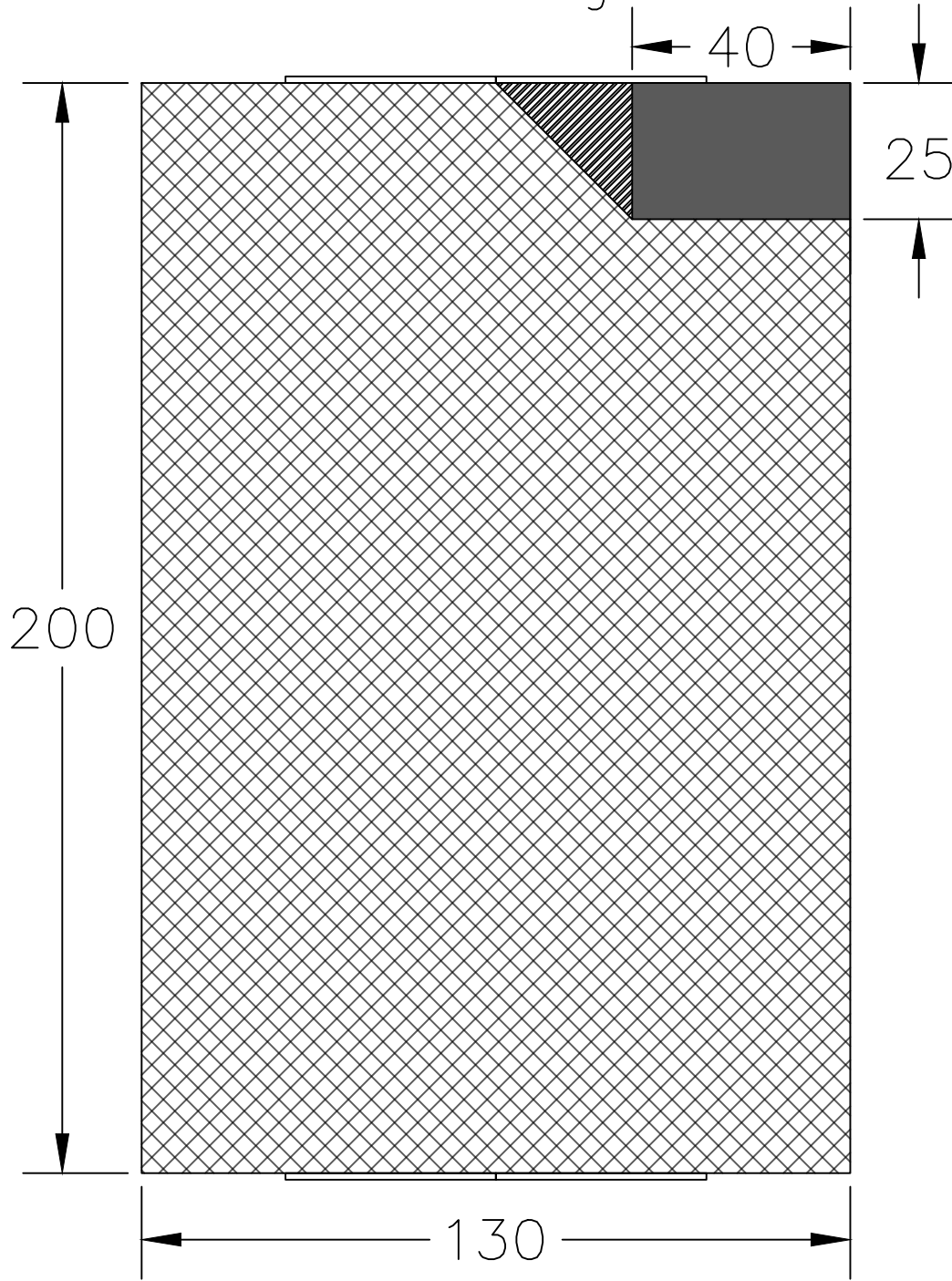
County Risk Manager

DocuSigned by:
Sean Russell
Signature
Sean Russell
Type or Print Name
Date: 6/30/2023

DS
ak

DS
DB

Attachment A: Hangar A Lease



-  Leased Premises
-  County Space
-  Ingress/Egress - Shared



Attachment B

Vendor/Contractor/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to Inyo County and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. For fixed-based operators (FBO's), flight schools, and/or flying clubs located at an Inyo County airport, Airport Liability Insurance is required on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$5,000,000 per occurrence, including owned and non-owned aircraft coverage.
- B. For aeronautical and non-aeronautical businesses located at the airport:
 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.
 5. Hanger-Keepers Liability: with a limit not less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate.
- C. If the contract is with any Vendor/Contractor/Operator that may provide IT services or software or that might involve the retention of private, non-public information about third parties then add:
 1. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to

Attachment A

the duties and obligations as is undertaken by Vendor/Contractor/Operator in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

D. If the contract is with a Tenant or General Lessee, then add:

1. Property Insurance: Tenant/Lessee shall maintain not less than \$1,000,000 Fire Legal liability on all real property being leased, including improvements and betterments owned by the CLIENT, and shall name the CLIENT as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name CLIENT as an additional insured.
2. Interruption of Business insurance: Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

If the Vendor/Contractor/Operator 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 Vendor/Contractor/Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, the Vendor/Contractor/Operator shall provide coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Vendor/Contractor/Operator shall provide evidence satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Other Insurance Provisions

Attachment A

The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:

1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project or use of facilities, the (Contractor / Vendor / Operator's) insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator insurance and shall not contribute with it.
3. Each insurance policy required shall provide that coverage shall not be canceled, except with notice to Inyo County.

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:

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

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII.

Attachment A

Verification of Coverage

Vendor/Contractor/Operator shall furnish Inyo County with original Certificates of Insurance including all required 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 listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator 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.

Waiver of Subrogation

Vendor/Contractor/Operator hereby grants to Inyo County a waiver of subrogation which any insurer may acquire against Inyo County, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors. This provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Subcontractors

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

Special Risks or Circumstances

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



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3964

Bishop Chamber of Commerce and Visitors Bureau Marketing Update County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Tawni Thompson

RECOMMENDED ACTION:

Hear a report from the Bishop Chamber of Commerce and Visitors Bureau on the results of the FY 22-23 County of Inyo marketing campaign.

BACKGROUND / SUMMARY / JUSTIFICATION:

As it has done in previous years, the County entered into a marketing agreement with the Bishop Chamber of Commerce and Visitors Bureau in September. This partnership allows for the promotion of our world-class region to a diverse market of travelers with a wide variety of recreational interests. The program for Fiscal Year 2022-2023 included a strategic mix of print, digital and in-person programs. Specific projects are outlined in the attached agreement.

Now that FY 22-23 has come to a close, the Bishop Chamber would like to report to your Board on the ad campaigns created and associated metrics.

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			

The FY 22-23 agreement in the amount of \$38,700 was paid out of the Advertising object code (5263) of the Advertising County Resources budget (011400).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Area Chamber of Commerce

ATTACHMENTS:

1. 2023 Inyo Board Presentation - Destination Marketing
2. Chamber Agreement FY 22-23

APPROVALS:

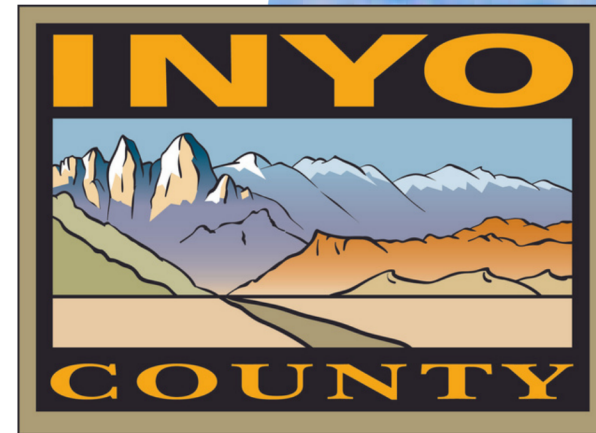
Darcy Ellis	Created/Initiated - 7/12/2023
Darcy Ellis	Approved - 7/12/2023
Nate Greenberg	Final Approval - 7/12/2023

2022-2023 Destination Marketing

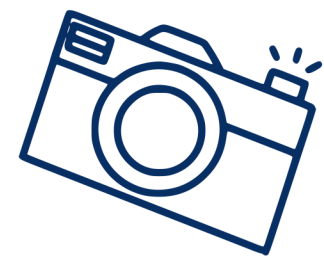
INYO COUNTY



Recap of 22-23 Destination Marketing Contract and Community Project Sponsorship Grants. This strategic mix of print, digital and in-person programs is a valuable partnership with the Bishop Chamber of Commerce.



SNAPSHOT





2023

RODEO

CHSRA State Finals Championship



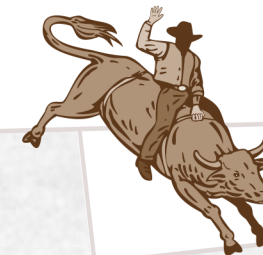
Bishop Chamber staff and volunteers provided excellent hospitality to 300+ student athletes and their families. Free welcome dinner, contestant t-shirts & welcome gifts, lodging for judges & announcers. 87 volunteers gave 249 hours for check-in, ticket sales & more.

Total Chamber Cost = \$12,814/**CPSP \$8,500**

Bishop reins in CHSRA finals for another year!
June 9-15, 2024



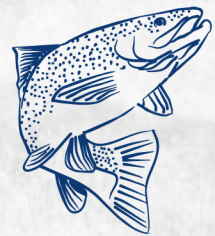
gary young photography



CPSP

TROUT OPENER

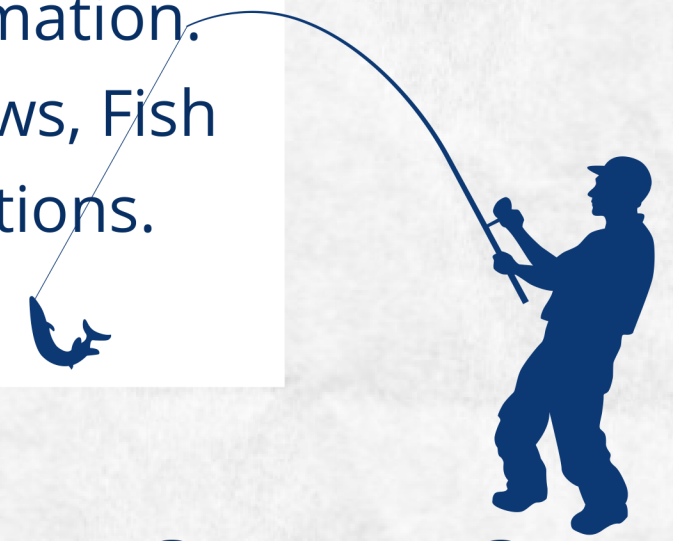
MEDIA RECEPTION



CPSP



Major media representatives and fishing industry experts gather on the eve of the Eastern Sierra General Trout Season Opener to share stories and gather information. Ads to promote Inyo County Fishing have been placed in Western Outdoor News, Fish Taco Chronicles, Fish Sniffer, Daily Independent and other print/digital publications.



FISHING ADS



CALIFORNIA'S Year-Round Fishing



MARCH 11, 2023
Blake Jones Trout Derby
 This pre-season, family-oriented event is one of the largest single-day fishing events in California and has been celebrated in MARCH for more than 50 years at Pleasant Valley Reservoir, six miles north of Bishop, where fishing is allowed in the reservoir and along a stretch of the lower Owens River year-round. The Derby offers a chance to win fantastic prizes and an opportunity to prepare for the general trout fishing season opener. The Blake Jones Trout Derby follows a "Blind Bogey" format so everyone has a chance to win some great cash and gear valued at over \$10,000.



Learn more about Bishop's favorite fishing holes

#RecreateResponsibly
 #PackOutALLtrash
 bishopvisitor.com @visitbishop (760) 873 8405

KNOW BEFORE YOU GO!



We're experiencing the biggest water year on record! Your old fishing spots might not be accessible yet.

Reservoir lakes and bass fishing could be the hot ticket!



Download the NEW Inyo County Fishing Map & find updates on fishing conditions

CONTACT THE CHAMBER WITH ANY QUESTIONS
 BISHOPVISITOR.COM • @VISITBISHOP • (760) 873-8405

LA DWP Los Angeles Department of Water & Power
 The Bishop Chamber of Commerce & Information Center and Los Angeles Department of Water and Power remind everybody to recreate responsibly on our public lands.

Small town with a Big backyard
RELAX & EXPLORE



Ready for a road trip?
 FREE digital download of the Bishop Visitor Guide



BISHOPVISITOR.COM @VISITBISHOP (760) 873-8405

BIH → SFO → DEN

Let your adventure rise here.



DEATH VALLEY • LONE PINE
INDEPENDENCE • BISHOP (BIH)
TECOPA • SHOSHONE • BIG PINE

FROM -282' TO 14, 505'

InyoCountyVisitor.com
@exploreinyocounty

PRINT + DIGITAL PUBLICATIONS

Your mountain

Mt. Whitney 14,508 ft.

Your valley

Death Valley -282 ft.

Your gateway

Bishop, Big Pine, Independence,
Lone Pine, Tecopa & Shoshone

@exploreinyocounty

InyoCountyVisitor.com



The Other Side of California

DEATH VALLEY AND THE EASTERN SIERRA

#exploreinyocounty

InyoCountyVisitor.com

Hemispheres

United In-Flight Magazine
\$2500

CA Road Trips & CA Visitor Guide

2.3 M Impressions
\$13,354

Adventure Sports Journal

530,000+ Impressions
\$2,600

PRINT + DIGITAL PUBLICATIONS

Explore Inyo County

Be sure to add these stops to your multi-day Inyo itinerary:

Furnace Creek Visitor Center • Alabama Hills
 Film History Museum • Bishop Creek Canyon
 Manzanar • Eastern California Museum
 Ancient Bristlecone Pine Forest • Laws Museum
 Paiute-Shoshone Cultural Center



The Other Side of California
 DEATH VALLEY AND THE EASTERN SIERRA



InyoCountyVisitor.com

BIH → SFO → DEN

FLY

to Bishop Airport!

DEATH VALLEY • LONE PINE • INDEPENDENCE
 BISHOP (BIH) • TECOPA • SHOSHONE • BIG PINE

FROM -282' TO 14, 505'

InyoCountyVisitor.com @[@exploreinyocounty](https://twitter.com/exploreinyocounty)

HIGHEST
LOWEST
OLDEST

INYO COUNTY

The Other Side of California

DEATH VALLEY AND THE EASTERN SIERRA
 Stretching from nation's low point in Death Valley National Park to the nation's high point atop the jagged peak of Mt. Whitney, and including the Ancient Bristlecone Pine forest, home to the oldest trees in the world, Inyo County is a land of extraordinary extremes.

INYO COUNTY VISITOR.COM

Scenic 395

Ridgecrest to Topaz

\$1,500

Yosemite Journal

Newsstand /Digital/Enews

\$2,000

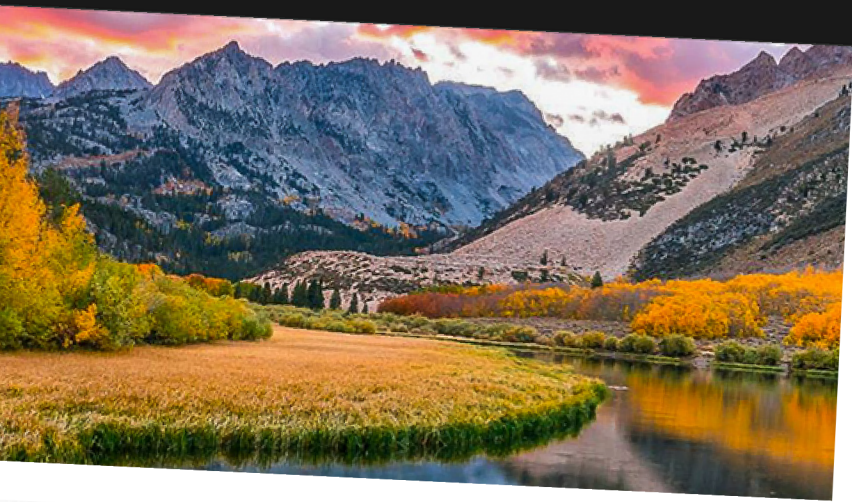
Eastern Sierra Fishing Guide

Sport Shows/Certified Racks

\$900

California Fall Color

Dude, autumn happens here, too.



CALIFORNIAFALLCOLOR.COM

FALL COLORS CAMPAIGN



Weekly fall color reports published and pushed to nationwide major media partners; a regional collaboration with Inyo County, Bishop Chamber, Mammoth Lakes Tourism and Mono County Economic Development

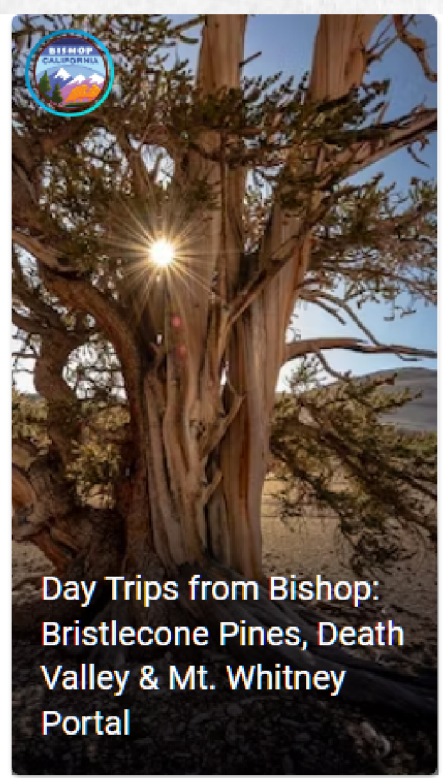
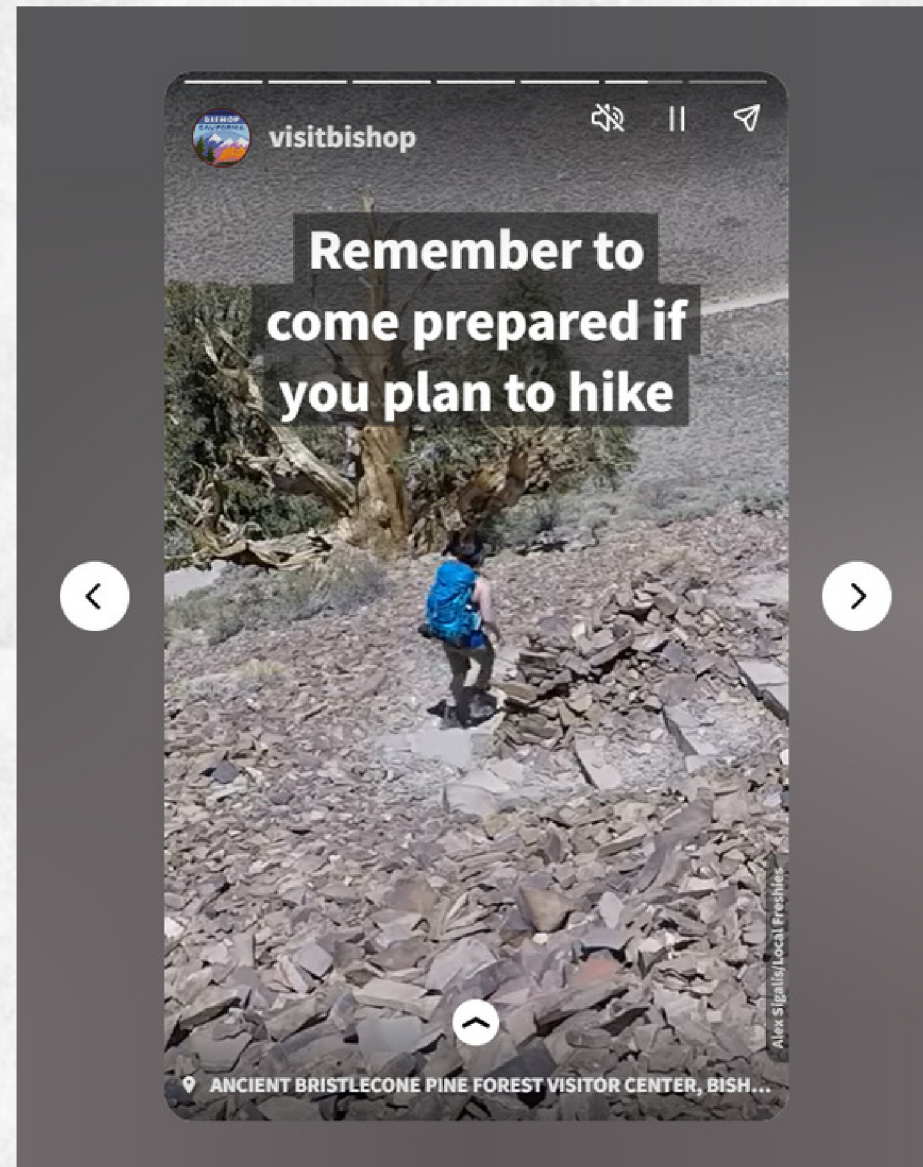
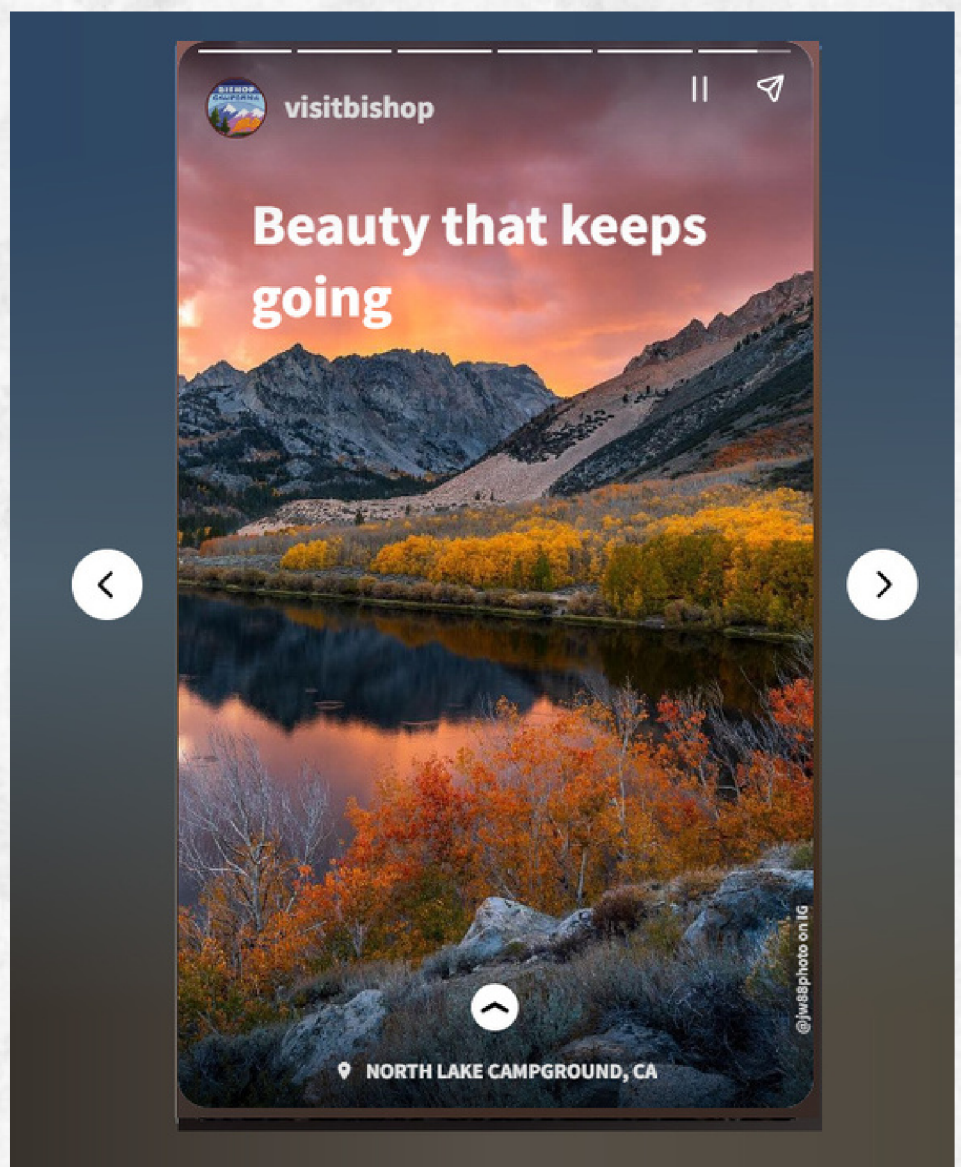


CALIFORNIA VISIT CALIFORNIA PARTNER PROGRAM

WEBSITE ENGAGEMENT - BISHOPVISITOR and VISITCALIFORNIA

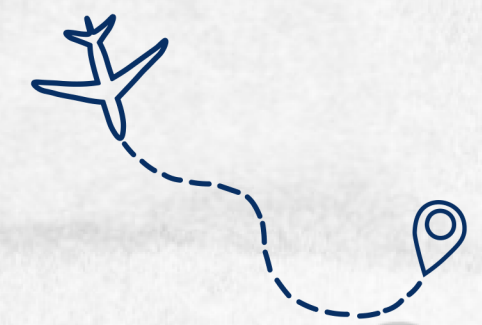
- 39K - Alabama Hills are Beautiful Year-Round
- 38K - Spring Wildflowers Guide
- 10K - Find Fantastic Fall Colors in the Eastern Sierra
- 11K - Amazing Stargazing Guide to California
- 199K - Lowest - Death Valley (When, Where, How)
- 10K - Best Mountain Getaways in the Sierra
- 35K - California Pre-Game (Super Bowl)

260K GOOGLE IMPRESSIONS - GOOGLE PILOT PROGRAM



OLDEST WILDEST LOWEST HIGHEST

EASTERN SIERRA TOUR



visit California



IPW is the premier event that brings US destinations together with over 5K international tour operators, travel agents and travel media. Mono and Inyo presented a new branded regional itinerary, featuring 10 iconic venues between Death Valley and Yosemite.

**The Hot Ticket in the California Section.
A New Secret Menu Item.**



IPW

MAY 20-24, 2023



THANK YOU



PROPOSAL: Inyo County Destination Marketing Program

SUBMITTED BY: Bishop Chamber of Commerce & Information Center

DATE: September 27, 2022

The Bishop Chamber of Commerce is pleased to continue our partnership with Inyo County to promote our world-class region to a diverse market of travelers with a wide variety of recreational interests. The proposed program for 2022-2023 includes a strategic mix of print, digital and in-person programs that have proven to produce good results.

PUBLICATIONS:

- **California Visitors Guide.** The official print and digital magazine of our state's tourism office. The publication is divided into geographic sections and Inyo County is covered by two; High Sierra and Deserts regions. Bishop Chamber ad is placed in the High Sierra section and the Inyo County ad would be placed in the Desert section. 1/6-page full color ad. **Cost = \$8,500**
- **Hemispheres Magazine.** United Airlines inflight magazine. 500,000 copies seen by millions of travelers. Additional 3,000 distributed in 60+ United Club lounges. Deep discount negotiated with the opening of new airport. **Cost = \$2,500**
- **Eastern Sierra Fishing Guide** (print & digital magazine). Produced locally by Inyo Register Newspaper. Distributed all year at visitor centers, hotels, campgrounds, tackle shops and other retailers. Bishop Chamber will also distribute them at sport fishing shows including: International Sportsmen's Expo (Sacramento), Fred Hall Fishing Shows (Long Beach and Del Mar). **Cost = \$900**
- **Scenic 395** (print & digital magazine). Produced in Ridgecrest by Daily Independent Newspaper. Distributed year-round via lodging, retailers and information centers. Bishop Chamber will also distribute at sport fishing shows. **Cost = \$1,500**
- **Adventure Sports Journal** (print & digital). 45,000 print copies distributed throughout California and Nevada at outdoor gear shops, races & events, health clubs, university campuses and more. The print magazine is enhanced by an online version of each issue, solid social presence and monthly e-newsletter. **Cost for 4 issues = \$2,600**
- **Yosemite Journal Magazine** (print and digital). Targeting travelers interested in visiting National Parks, introducing them to nearby venues. Nationwide distribution. Program includes ¼ page ad, ¼ page editorial, integrated photos and itineraries, 1 Facebook Post and 1 e-newsletter feature. **Cost = \$2,000**

IPW & NEW BRANDED ITINERARY:

IPW is the premier event that brings US destinations together with domestic and international tour operators, travel agents and travel media. The conference is May 20-24, 2023 in San Antonio, TX. A new regional branded itinerary (think Utah's Mighty 5) featuring 10 iconic venues between Death Valley and Yosemite is being developed. This will be presented as a map/brochure and web content by Mono County Economic Development and Bishop Chamber of Commerce at our booth during the 2023 IPW event.

- Branded Regional Itinerary total cost = \$20,000 **Inyo County Share = \$5,000**
- IPW Booth Fee, Travel Expenses = \$10,000 **Inyo County Share = \$2,500**

FALL COLOR CAMPAIGN

- Regional collaboration with Inyo County, Bishop Chamber, Mono County Economic Development and Mammoth Lakes Tourism.
- Digital banner ad on www.californiafallcolor.com
- Weekly fall color reports published on the website and pushed to nationwide major media partners with photo and video. **Cost \$3,000**

VISIT CALIFORNIA PARTNER PROGRAM

- Visit California Digital Content Submissions. Six separate story ideas featuring unique Inyo County venues. **Cost \$1,200**

ADMINISTRATION/MANAGEMENT

Bishop Chamber team will create content, artwork, negotiate insertion orders, booth reservations, travel arrangements and all other logistics necessary to implement the program. Bishop Chamber will pay all related invoices and submit to Inyo County for reimbursement. Bishop Chamber team will monitor progress of all programs, make adjustments as necessary and provide comprehensive final report to Inyo County. **\$9,000**

TOTAL PROPOSAL = \$38,700

NOTE: This proposal does not include social media plan. At Inyo County's request, we will meet with Film Commissioner, PIO, Economic Development and Administration to collaboratively develop a strategic plan for social platforms. We are hopeful to negotiate a separate agreement to manage paid ads and organic posts on Facebook and Instagram on behalf of Inyo County.

Approved on the 29th day of September, 2022.

CLIENT:

A handwritten signature in black ink, appearing to read "Nate Greenberg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nate Greenberg, Administrator
County of Inyo

CONTRACTOR:

A handwritten signature in black ink, appearing to read "Tawni Thomson". The signature is cursive and somewhat stylized, with a prominent loop at the end.

Tawni Thomson,
Bishop Area Chamber of Commerce
and Visitors Center



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3873

Coast 2 Coast Public Safety EMS Service Update County Administrator - Emergency Services & Health & Human Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Receive a report from Coast2Coast Public Safety regarding provision of EMS Services in Bishop and the surrounding area.

BACKGROUND / SUMMARY / JUSTIFICATION:

Symons, the long-term Emergency Medical Services (EMS) provider for the Exclusive Operating Area (EOA) defined as the City of Bishop and surrounding area, gave notice in January 2023 of their intent to terminate their contract effective April 22, 2023, which also resulted in the loss of exclusivity for the Operating Area. Inyo County Health & Human Services (HHS) immediately connected with the Inland Counties Emergency Medical Authority (ICEMA) to obtain guidance on the process for both securing a long-term provider as well as an interim provider.

Initially, the County was informed that many of the provisions required in a Request for Proposals (RFP) for an Exclusive Operating Area would have to be embedded in the County's RFP for interim service. Health and Human Services, in coordination with County Administration and the City of Bishop, began development of the interim RFP based on the understanding that the County would have to obtain approval from ICEMA Board prior to issuance. It was not until the end of February that the County received notification that the County could issue an RFP under the authority of our ordinance that allows for emergency contracting to fill an unexpected loss of EMS provider. This allowed the team to complete the RFP using the County's procurement process and issuing the RFP within a week of being notified that much of the RFP that had been completed could be streamlined significantly. The RFP was issued on March 9, 2023 with a March 20, 2023 due date. The turn around time for proposals was very short, to allow time for the review, selection, and contracting, as well as time for the selected provider to establish their presence in the area prior to April 22, 2023.

The County's interim RFP was issued as an interim measure while HHS works with the ICEMA on the longer-range effort to issue a RFP to reestablish exclusivity and secure an EMS 911 ambulance provider. While the County is moving forward with a countywide study of EMS services, HHS has been concurrently working on the RFP. This process can take an average of eighteen months as the RFP is developed jointly by HHS and ICEMA, requires a full legal review by both ICEMA and County Counsel before being reviewed and approved by the State Emergency Medical Services Authority (EMSA). Once approved by EMSA, the RFP will then come before your Board for approval and then ICEMA will finalize the RFP and bring it to their Board for final approval. Once approved, ICEMA will issue the RFP, receive

proposals, and using a review panel (prior panels have included representatives from the County, City of Bishop, and ICEMA) will award the contract. Following the selection, ICEMA will then move through the contracting process. ICEMA follows San Bernardino County's procurement and contracting process once your Board approves the drafted RFP. Currently, ICEMA is having their legal counsel review the RFP used in our 2015 procurement process to identify key areas that will need to be updated and or changed to reflect the current regulatory environment. Once this review is completed, HHS will make required changes and insert current data and related information, including any information available for the County EMS Study.

As noted above, the Interim RFP was intended to fill the gap between the end of the Symons contract and the re-establishment of exclusivity and the procurement of a provider. Coast2Coast Public Safety submitted the successful proposal to provide services for the operating area on a non-exclusive basis and a 90-day contract executed beginning April 23, 2023.

Today, Coast2Coast will provide your Board an overview of the services delivered to date, including the types and volume of calls, as well as special events they have donated time to provide on-site coverage. Coast2Coast will also share some of the challenges they have experienced, as well as ones that they are currently experiencing.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Nate Greenberg	Created/Initiated - 7/12/2023
Darcy Ellis	Approved - 7/12/2023
Marilyn Mann	Approved - 7/12/2023
Nate Greenberg	Final Approval - 7/12/2023



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:
2023-3928

2023-2024 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, and Schedule Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Acting Water Director

ITEM PRESENTED BY

Holly Alpert, Acting Water Director

RECOMMENDED ACTION:

Adopt the 2023-2024 Fiscal Year Lower Owens River Project Annual Work Plan, contingent upon approval by LADWP.

BACKGROUND / SUMMARY / JUSTIFICATION:

The 2004 Final Environmental Impact Report for the Lower Owens River Project (“FEIR”) Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owens River Project (LORP) describing work to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs are submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented.

The County and LADWP are jointly responsible for operating and funding the LORP. For 15 years, funds set aside as a credit from LADWP, and funds in the LORP Trust Account, have been drawn upon to pay the County’s share of its LORP costs. The responsibilities and obligations of each party are described in the May 18, 2010, *Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning the Operations and Funding of the Lower Owens River Project*. This post-implementation funding agreement commits each of the parties to fund the LORP for 15 years, ending July 11, 2022. (The agreement was amended and extended for two years, to July 2024, by mutual agreement of the parties in July 2022.) According to the amended funding agreement (Sec. II.A): *After July 11, 2024, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted.*

The initial Post-Implementation Agreement Credit Account balance was \$2,253,033, and the initial Trust Account balance was \$3,368,017, for a total initial balance of \$5,621,050. As of June 30, 2023, the LORP Credit Account has a balance of \$585,546.56, and the LORP Trust balance as of June 28, 2023, is \$2,136,110.58. The sum of balances in these accounts is \$2,721,657.14.

The 2023-2024 Work Plan was prepared collaboratively by County and LADWP staff according to the Post-Implementation Agreement Sections D, E, and F. On July 5, 2023, the Technical Group agreed on

a 2023-2024 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

In FY 2023-2024, the total cost to fund the LORP is \$1,051,776.94, which is \$454,615.59 more than was budgeted in 2022-2023. The increase in cost is largely due additional operations and maintenance costs given the extreme runoff conditions. The County will pay \$105,875.00 from the LORP Trust Account to fund our portion of LORP expenses. LADWP will pay \$945,901.94. Under the LORP Funding Agreement, LADWP will increase or decrease the County's LORP Credit by the difference of the two parties' budgets divided by two. This year the County's Credit will be reduced by \$420,013.47.

The 2023-2024 LORP Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Hydrologic monitoring and reporting of Lower Owens River flows and Blackrock Waterfowl Management Area flooded acreage.
3. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
4. Biological and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan.
5. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
6. Other work or activities including mosquito abatement, noxious weed treatment, and saltcedar/tamarisk control.
7. Adaptive management related to: implementation of the five-year Interim Management Plan for the Blackrock Waterfowl Management Area (BWMA); a tree recruitment study; migratory bird survey on the Owens River; Delta Habitat Area flow survey; aerial photography to assess changes along the river following historic high flows; and noxious species survey.

Descriptions of these tasks and cost breakdowns can be found in the Work Plan and Budget.

Background, Requirements, and Constraints on LORP Funding

Funding for the LORP is prescribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest, may only be used (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game [now CDFW] for a five-year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account (504103), Sierra Club vs. LA Court Trust ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965 to the County. With regard to the

County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932 towards the \$3.75 million. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000 obtained from the U.S. Bureau of Reclamation, \$250,000 obtained from the U.S. Department of Housing and Urban Development, and \$150,068 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965 and the \$2,989,932 that will be applied to the LORP initial construction costs (a difference of \$2,253,033), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one-half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033 will be annually adjusted upward or downward in accordance with the previous April Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP-related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

FISCAL IMPACT:

Funding Source	LORP Credit and LORP Trust	Budget Unit	504103/024102
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Adoption of the 2023-2024 Work Plan would require expending \$105,875.00 from the LORP Trust Account, which has been budgeted in the Water Department's Budget (024102), and a debit from the LORP Credit of \$420,013.47. Sufficient funds are available in the Trust Account (504103) and LADWP-held Post Implementation Credit to fund this work. The combined Trust account expenditures and Credit account reduction effectively reduce the funds available to the County to fund the LORP by \$525,888.47.			
Future Fiscal Year Impacts			
It is unknown at this time what the budget will be for future fiscal years.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Direct staff to work with LADWP to modify the 2023-2024 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP, Inyo-Mono Agricultural Commissioner

ATTACHMENTS:

1. 2023-2024 LORP Work Plan and Budget

APPROVALS:

Holly Alpert	Created/Initiated - 6/30/2023
Darcy Ellis	Approved - 7/1/2023
Holly Alpert	Approved - 7/5/2023
Keri Oney	Approved - 7/10/2023
John Vallejo	Approved - 7/12/2023
Amy Shepherd	Approved - 7/12/2023
Nate Greenberg	Approved - 7/12/2023
Holly Alpert	Final Approval - 7/13/2023

Lower Owens River Project
Work Plan, Budget, and Schedule
2023-2024 Fiscal Year

Prepared by
Inyo County Water Department and
Los Angeles Department of Water and Power

Lower Owens River Project Work Plan, Budget, and Schedule

2023-2024 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2023-2024 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on July 5, 2023. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2023-2024 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work plan for the LORP, which describes LORP work to be performed in the following fiscal year. This work plan identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget were prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work plan will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented. The Work Plan, Budget, and Schedule are in effect from July 1, 2023 – June 30, 2024.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in Case No. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Final EIR, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities.

Section 2 outlines Adaptive Management activities identified to be conducted in the 2023-2024 fiscal year.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

LORP Operations & Maintenance, Monitoring, and Adaptive Management Budget

Table 1 summarizes the costs of operation, maintenance and monitoring for the fiscal year and specifies the costs incurred for standard operations, maintenance, and monitoring, as well as for Adaptive Management. A summary of these activities follows in Sections 1 and 2 below.

In 2023-2024 a total of 16 people days will be required to complete standard biologic monitoring tasks. Inyo County and LADWP will each contribute 8 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are shared costs between Inyo County and LADWP. LADWP has allocated 80 days for Range Monitoring, which is a LADWP cost. Inyo County and LADWP will perform additional Adaptive Management tasks over 210 people days (Inyo County and LADWP each 105 days).

Based on this budget, total cost for the fiscal year is \$1,051,776.94 with Inyo County contributing \$105,875.00 and LADWP contributing \$945,901.94. Inyo County's Post Implementation Credit will be decreased by \$420,013.47. The credit deduction is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Table 1. LORP Work Plan Summary Budget, FY 2023-2024

Inyo County	Budgeted Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payment/Credit
Biological Monitoring	8	\$0.00	
Mosquito Abatement	-	\$30,000.00	
Noxious Species Control	-	\$50,000.00	
Adaptive Management	105	\$25,875.00	
Inyo County Totals	113	\$105,875.00	(\$420,013.47)
LADWP	Budgeted Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	\$99,920.00	
Biological Monitoring	8	\$0.00	
Operations and Maintenance	-	\$792,465.74	
Mosquito Abatement	-	\$30,000.00	
Rodent Control	-	\$18,000.00	
Adaptive Management	105	\$5,516.20	
LADWP Totals	113	\$945,901.94	
Combined Total	226	\$1,051,776.94	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$420,013.47)

Footnote to Table 1. Post Implementation Credit and Trust Accounting

Original Post Implementation Credit		2,253,033.00	2,253,033.00
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	2.9%	65,337.96	2,318,370.96
County's obligation for July 11, 2007 to June 30, 2008 period		243,524.00	2,074,846.96
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	5.7%	118,266.28	2,193,113.23
County's obligation for 2008-2009 fiscal year		243,524.00	1,949,589.23
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	-1.3%	25,344.66	1,924,244.57
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.		266,176.00	1,658,068.57
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	1.9%	31,503.30	1,689,571.88
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.		317,805.00	1,371,766.88
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	3.3%	45,268.31	1,417,035.18
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.		48,278.00	1,368,757.18
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.		57,687.00	1,311,070.18
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	1.5%	19,666.05	1,330,736.24
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.		14,084.00	1,344,820.24
Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013.	0.9%	12,103.38	1,356,923.62
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013.		41,979.00	1,398,902.62
Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014.	1.4%	19,584.64	1,418,487.25
County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014.		78,483.00	1,340,004.25
Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index.	0.5%	6,700.02	1,346,704.28
County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015.		73,755.00	1,272,949.28
Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index.	2.0%	25,458.99	1,298,408.26
County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016.		84,704.00	1,213,704.26
Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index.	2.7%	32,770.02	1,246,474.28
County's share of the costs for the 2017-2018 work plan and budget, including adaptive management, effective October 31, 2018.		114,857.00	1,131,617.28
Increase the remaining balance of the Post Implementation Credit by 4.0% based upon the April 2018 consumer price index.	4.0%	45,264.69	1,176,881.97
County's share of the costs for the 2018-2019 work plan and budget, including adaptive management, effective October 31, 2019.		139,493.00	1,037,388.97
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2019 consumer price index.	3.3%	34,233.84	1,071,622.80
County's share of the costs for the 2019-2020 work plan and budget, including adaptive management, effective October 31, 2020.		132,557.50	939,065.30

Lower Owens River Project Work Plan, FY 2023-2024

Increase the remaining balance of the Post Implementation Credit by 0.7% based upon the April 2020 consumer price index.	0.7%	6,573.46	945,638.76
County's share of the costs for the 2020-2021 work plan and budget, including adaptive management, effective October 31, 2021.		252,481.42	693,157.34
Increase the remaining balance of the Post Implementation Credit by 3.6% based upon the April 2021 consumer price index.	3.6%	24,953.66	718,111.01
County's share of the costs for the 2022-2023 work plan and budget, including adaptive management, effective October 31, 2022.		175,435.79	542,675.22
Increase the remaining balance of the Post Implementation Credit by 7.9% based upon the April 2022 consumer price index.	7.9%	42,871.34	585,546.56

The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4). The LORP Trust Account Balance as of March 2, 2023 was \$2,141,726.16.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, adjustments to flow control structures, maintenance/replacement of existing structures, and necessary annual maintenance to spillgates, ditches, dikes, berms, ponds and other features in the BWMA.

Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement, and provides that costs for maintenance above the baseline costs for facilities in the river corridor and the Blackrock Waterfowl Management Area (BWMA) shall be shared.

Budgeted Operations and Maintenance costs and associated material costs for 2023-2024 are included in Table 2. The Eastern Sierra is experiencing unprecedented snowpack and runoff in 2023, including the highest snowpack on record (296% of normal) and runoff forecast to be 233% of normal. LADWP estimated Operations and Maintenance work needed to keep LORP infrastructure functional for continued successful operation of the project, basing 2023-2024 estimates on actual costs incurred in 2016-2017 under similar high runoff conditions (ICWD & LADWP 2017) and using the most recently published costs for labor and equipment. However, reductions were made to the budgeted shared costs to acknowledge potential added work for LADWP's operational needs due to unprecedented flow conditions in 2023. Reductions in shared costs were made at the LORP Intake, Alabama Gates, and Independence Spillgate and Ditch.

With these reductions, the estimated shared costs for River corridor and BWMA facilities are \$517,350.98 and \$454,896.38 respectively, for an overall 2023-2024 operations and maintenance expenditure of \$972,247.36. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$792,465.74 (Table 2).

Table 2. LORP Operations and Maintenance Budget- 2023-2024 Fiscal Year								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
River								
Measuring Station Maintenance								
	Building Repairman	10	\$50.93	\$509.30	3 axle dump truck	400	\$93.59	\$37,436.00
	Equipment Operator	10	\$55.25	\$552.50	3/4 ton 4x4 pick-up	180	\$37.61	\$6,769.80
	MCH	50	\$44.94	\$2,247.00	Excavator	120	\$129.31	\$15,517.20
	Power Shovel Operator	120	\$58.26	\$6,991.20	Mower	10	\$46.72	\$467.20
	Truck Driver	400	\$47.16	\$18,864.00				
Subtotal				\$29,164.00				\$60,190.20
Intake Spillgate								
Maintenance	Building Repairman	32	\$50.93	\$1,629.76	3 axle dump truck	64	\$93.59	\$5,989.76
	MCH	272	\$44.94	\$12,223.68	3/4 ton 4x4 pick-up	496	\$37.61	\$18,654.56
	Equipment Operator	240	\$55.25	\$13,260.00	Bull Dozer	160	\$64.69	\$10,350.40
	Power Shovel Operator	320	\$58.26	\$18,643.20	Excavator	320	\$129.31	\$41,379.20
	Truck Driver	320	\$47.16	\$15,091.20	Mower	16	\$46.72	\$747.52
					Versadredge	80	\$212.00	\$16,960.00
Subtotal				\$60,847.84				\$94,081.44
Thibaut Spillgate and Ditch								
Cleaning	MCH	120	\$44.94	\$5,392.80	3 axle dump truck	40	\$93.59	\$3,743.60
	Equipment Operator	80	\$55.25	\$4,420.00	3/4 ton 4x4 pick-up	200	\$37.61	\$7,522.00
	Power Shovel Operator	80	\$58.26	\$4,660.80	Backhoe and trailer	40	\$53.61	\$2,144.40
	Truck Driver	40	\$47.16	\$1,886.40	Excavator	80	\$129.31	\$10,344.80
					Loader	40	\$95.90	\$3,836.00
Subtotal				\$16,360.00				\$27,590.80
Independence Spillgate and Ditch								
Cleaning/Mowing	Power Shovel Operator	160	\$58.26	\$9,321.60	3 axle dump truck	200	\$93.59	\$18,718.00
	MCH	80	\$44.94	\$3,595.20	3/4 ton 4x4 pick-up	80	\$37.61	\$3,008.80
	Equipment Operator	80	\$55.25	\$4,420.00	Backhoe and trailer	40	\$53.61	\$2,144.40
	Truck Driver	240	\$47.16	\$11,318.40	Excavator	160	\$129.31	\$20,689.60
					Loader	80	\$95.90	\$7,672.00
Subtotal				\$28,655.20				\$52,232.80
Locust Spillgate and Ditch								
Cleaning	Power Shovel Operator	80	\$58.26	\$4,660.80	Excavator	80	\$129.31	\$10,344.80
	Equipment Operator	160	\$55.25	\$8,840.00	Backhoe and trailer	160	\$53.61	\$8,577.60
	MCH	100	\$44.94	\$4,494.00	3/4 ton 4x4 pick-up	180	\$37.61	\$6,769.80
	Truck Driver	40	\$47.16	\$1,886.40	3 axle dump truck	40	\$93.59	\$3,743.60
Subtotal				\$19,881.20				\$29,435.80
Georges Ditch								
Cleaning/Mowing	MCH	120	\$44.94	\$5,392.80	3/4 ton 4x4 pick-up	200	\$37.61	\$7,522.00
	Equipment Operator	160	\$55.25	\$8,840.00	Backhoe and trailer	110	\$53.61	\$5,897.10
	Power Shovel Operator	80	\$58.26	\$4,660.80	Excavator	80	\$129.31	\$10,344.80
	Truck Driver	20	\$47.16	\$943.20	Loader	20	\$95.90	\$1,918.00
					Mower	30	\$46.72	\$1,401.60
Subtotal				\$19,836.80				\$27,083.50
Alabama Spillgate								
Cleaning	Equipment Operator	40	\$55.25	\$2,210.00	3 axle dump truck	180	\$93.59	\$16,846.20
	Power Shovel Operator	60	\$58.26	\$3,495.60	3/4 ton 4x4 pick-up	100	\$37.61	\$3,761.00
	Truck Driver	180	\$47.16	\$8,488.80	Bull Dozer	40	\$64.69	\$2,587.60
					Excavator	60	\$129.31	\$7,758.60
Subtotal				\$14,194.40				\$30,953.40
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
Delta Spillgate								
	Building Repairman	40	\$50.93	\$2,037.20	3/4 ton 4x4 pick-up	40	\$37.61	\$1,504.40
	MCH	40	\$44.94	\$1,797.60	3/4 ton 4x4 pick-up	40	\$37.61	\$1,504.40
Subtotal				\$3,834.80				\$3,008.80
River Subtotal				\$192,774.24				\$324,576.74

Blackrock Waterfowl Management Area								
Blackrock Ditch								
Maintenance	MCH	520	\$44.94	\$23,368.80	3 axle dump truck	240	\$93.59	\$22,461.60
	Equipment Operator	240	\$55.25	\$13,260.00	3/4 ton 4x4 pick-up	800	\$37.61	\$30,088.00
	Power Shovel Operator	280	\$58.26	\$16,312.80	Excavator	280	\$129.31	\$36,206.80
	Truck Driver	400	\$47.16	\$18,864.00	Loader	80	\$95.90	\$7,672.00
					Mower	160	\$46.72	\$7,475.20
					Low bed/side dump	120	\$93.59	\$11,230.80
					Water truck	120	\$54.71	\$6,565.20
Subtotal				\$71,805.60				\$121,699.60
Patrol & Flow Changes (River and BWMA)								
A&R data	A&R Keeper (1.5 FTE)	3089	\$47.01	\$145,213.89	3/4 ton 4x4 pick-up	3089	\$37.61	\$116,177.29
Subtotal				\$145,213.89				\$116,177.29
BWMA Subtotal				\$217,019.49				\$237,876.89

TOTALS	
River Total	\$517,350.98
BWMA Total	\$454,896.38
Total O and M	\$972,247.36
CPI Adjusted O & M	\$792,465.74

Baseline Costs (described in Post -Imp)		River	BWMA	Total CPI adjustment
CPI adjustment		\$56,863.00	\$62,798.00	\$119,661.00
2006-2007	4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008	3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009	-1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010	0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011	0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012	3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013	2.1%	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014	0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015	1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016	1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017	1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018	3.6%	\$70,412.52	\$77,761.73	\$148,174.25
2018-2019	3.6%	\$72,947.37	\$80,561.15	\$153,508.52
2019-2020	3.2%	\$75,281.69	\$83,139.11	\$158,420.80
2020-2021	1.0%	\$76,034.50	\$83,970.50	\$160,005.00
2021-2022	6.0%	\$80,596.57	\$89,008.73	\$169,605.30
2022-2023	6.0%	\$85,432.37	\$94,349.26	\$179,781.62

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Budgeted hydrologic monitoring costs for the 2023-2024 fiscal year are \$99,920.00 (Table 3).

Table 3. Hydrologic Monitoring Budget, FY 2023-2024

	Person days	Labor Costs	Equipment Cost	Total Predicted Cost July 1, 2023 through June 30, 2024
-	HYDRO OPERATIONS AND MAINTENANCE			
River Stations	60	\$33,000.00	\$7,200	\$40,200
Seasonal Habitat	6	\$3,300.00	\$240.00	\$3,540.00
Off River Lakes & Ponds	7	\$3,850.00	\$280.00	\$4,130.00
Flow to Delta	8	\$4,400.00	\$3,320.00	\$7,720.00
Blackrock Waterfowl	7	\$3,850.00	\$3,280.00	\$7,130.00
Reporting Compliance	5	\$2,750.00	\$200.00	\$2,950.00
-	ENGINEERING			
Reporting Compliance	50	\$34,250	\$ -	\$34,250
Total Hydro Budget				\$99,920.00

Biological Monitoring

Biological monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP as to comply with LORP Final EIR and MOU requirements (Table 4). LADWP and Inyo County staff will continue to monitor the flooded extent of the BWMA as described in the BWMA Interim Management and Monitoring Plan. Inyo Staff and LADWP Staff will spend a total of 16 people days on these efforts. There will be no off-setting costs.

Table 4. Biological Monitoring Budget, FY 2023-2024

Biological Monitoring	Days	Inyo Days	LA Days
Blackrock Waterfowl Management Area			
Waterfowl Area Wetted Acreage	16	8	8
Total Person Days on Project	16	8	8

Range Monitoring

Range monitoring is related to the tasks described in the LORP Final EIR. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization monitoring, and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

Table 5. Range Monitoring (LADWP only), FY 2023-2024

Task	People Days
Utilization	35
Irrigated Pasture Condition	5
Range Trend	30
Analysis and Reporting	10
Total	80

Mosquito Abatement

For fiscal year 2023-2024, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes. Additional mosquito treatment, if required, because of high water associated with the 2023 runoff, will be addressed separately.

Noxious Species Control

The Inyo and Mono Counties Agricultural Commissioner’s Office conducts operations to control and eradicate several invasive weed species within the LORP boundaries. These invasive weed species include: perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), Canada thistle (*Cirsium arvense*), yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea maculosa*), hairy whitetop (*Carderia pubescens*), and heart podded hoary cress (*Carderia draba*). These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2023-2024, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is \$50,000. An increase in perennial pepperweed in the LORP in recent years will require additional funding and efforts to contain the existing population and prevent spread. Additional funding for Inyo County will be sought from outside sources.

Additional weed treatment and surveillance by LADWP and ICWD is described in Section 2. Adaptive Management.

Saltcedar Control

Due to lack of enhanced funding, Inyo County’s saltcedar control program has been scaled back. The effort will focus on surveying and treatment of saltcedar resprouts along the Owens River in the LORP. Inyo County’s LORP saltcedar control activities are funded through the Inyo/Los Angeles Water Agreement. LADWP and Inyo County programs will work cooperatively to treat saltcedar, which may include areas in the LORP as resources are available.

Adaptive management

Inyo County and LADWP have identified adaptive management and monitoring tasks to complete in the 2023-2024 fiscal year. Refer to Section 2 for more information.

Schedule

Table 6. Schedule of Monitoring and Reporting Activities for FY 2023-2024

Period	Monitoring
August 1 - September 30, 2023	LORP Noxious Species Survey
September 1 – December 1, 2023	LADWP/Inyo Prepare Draft LORP Report
October 1 - October 31, 2023	Fiscal Year 2020-2021 Work Plan and Budget Reconciliation
October 1 - November 30, 2023	Collect aerial imagery of River
Tuesday, October 31, 2023	Transmittal of LORP Accounting Report to Governing Boards
November 1-7, 2023	Measure BWMA Flooded Extent
Friday, December 8, 2023	Draft Report transmitted to MOU Parties
Wednesday, January 3, 2024	Public Meeting for Draft LORP Report
Thursday, January 25, 2024	Technical Group Meeting to Adopt LORP Annual Report
March 1-7, 2024	Measure BWMA Flooded Extent
March 1 – April 30, 2024	Fiscal Year 2023-2024 Work Plan and Budget Development
May 1 – May 31, 2024	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
March 15 - May 1, 2024	Noxious Species Survey

Section 2. Adaptive Management

Implementation costs of both the Interim BWMA Plan and adaptive management for the river are provided below. These costs are to be shared equally between LADWP and Inyo County.

Adaptive Management with Additional Costs

Implementation of the Interim BWMA Management and Monitoring Plan

LADWP and Inyo County have implemented the first two years of the five-year Interim BWMA Management and Monitoring Plan (Interim Plan) in 2021 and 2022. Most maintenance work will be suspended in fiscal year 2023-2024 because of flooded conditions. However, an irrigation diversion on Blackrock Ditch, which diverts water to the Waggoner unit, will be replaced. This work will be conducted by LADWP and is budgeted at \$5,516.20 (Table 7). Costs will be shared equally by LADWP and Inyo County.

Table 7. BWMA Adaptive Management Costs

BWMA Adaptive Management Costs FY 2023-2024								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment Type	Hours	Rate	Total Equip
Replace Black Rock Ditch-Waggoner Diversion Check Wall								
	Power Shovel Operator	10	\$58.26	\$582.60	3 axle dump truck	10	\$93.59	\$935.90
	Truck Driver	20	\$47.16	\$943.20	3/4 ton 4x4 pick- up	10	\$37.61	\$376.10
	MCH	10	\$44.94	\$449.40	Excavator	10	\$129.31	\$1,293.10
					Low bed/side dump	10	\$93.59	\$935.90
Subtotal				\$1,975.20				\$3,541.00

TOTALS	
Black Rock- Waggoner Diversion Check Wall Replacement	\$5,516.20
Proposed Project Total	\$5,516.20

Geomorphic Changes along River

Inyo County will purchase orthophotography (and derived 3-D models) of the Owens River, in fall 2023, to assess geomorphic changes along the river following historic high flows. This cost will be equally shared with LADWP. A map of the river-pattern will be produced and compared to 2022 conditions. However, if field observations fail to detect physical changes to the river as flood waters recede, no imagery will be collected. The total cost to collect the imagery is \$25,875.00 (see Appendix 1), with Inyo County purchasing the imagery and Inyo and LADWP each covering half the cost.

Adaptive Management without Additional Costs

1. Monitoring Associated with the Interim BWMA Plan

As stated in the Interim BWMA Plan, LADWP and the County will conduct additional monitoring concurrent with its implementation on flooded extent, water depths, as well as both avian and vegetation monitoring to note response to the new flooding regime. However, given the flooded conditions associated with the high 2023 runoff, only two of the monitoring tasks associated with BWMA will occur for the 2023-2024 fiscal year. The other postponed monitoring items will resume in fiscal year 2024-2025. To be monitored:

1. Flooded extent will continue to be measured both to confirm compliance with the Interim Plan and to help describe the effectiveness of seasonal filling and drawdown. Two on-the-ground surveys will be used to map more precisely the extent and location of flooding. Water releases will be monitored and reported annually. Staff time commitment for flooded extent monitoring in BWMA is outlined in Table 4, as this task is required under the LORP Final EIR.
2. Avian monitoring will be conducted to evaluate the use of BWMA by the habitat indicator species during implementation of the 5-year interim program. Eight seasonal surveys will be conducted September-April in each active unit during implementation of the Interim Plan.

It is estimated that monitoring and reporting associated with the Interim Plan will require 40 total people days split between LADWP and ICWD staff in the 2023-2024 fiscal year.

2. Noxious species survey and treatment

Additional noxious weed treatment and surveillance by LADWP and ICWD initiated in 2020-2021 will continue in 2023-2024. ICWD will continue survey work in the LORP (including BWMA) and LADWP will offset survey efforts with treatment of noxious weeds in the LORP area. Estimated staff time includes 20 days from ICWD and 40 days from LADWP.

3. Tree recruitment assessment

The environmental conditions which have permitted historic riparian tree establishment on the LORP during pre-project conditions (pre-watering) as well as conditions which have permitted the limited recruitment since project inception (post watering) will be evaluated. Known locations with mature trees and prior recruitment locations will be assessed as described in the 2021-2022 work plan and the Type D Monitoring Plan (Appendix 1, ICWD 2021). In 2023-2024, these tasks will require 35 field days for sampling, data collection, analysis and reporting. Inyo County will carry out this task.

4. BWMA Infrastructure Inspection

LADWP will inspect infrastructure of BWMA cells, following the high runoff of 2023, to identify and prioritize repairs, if necessary. This work will take two people-days.

5. Water Quality along the River

Inyo County will monitor water quality along the river during the summer months of 2023 and both LADWP and the County will summarize the findings. This will take a total of 20 people days and will be equally split between LADWP and the County.

6. Geomorphic Change along the River

Both Inyo County and LADWP will assess physical changes to the river channel and adjacent floodplain using 3-D aerial imagery following 2023 historic high flows. It will take a total of 53 people-days, with Inyo County contributing 20 days and LADWP contributing 33 days.

Table 8 shows a total of 210 people-days budgeted for six adaptive management tasks, with Inyo County contributing 105 people-days and Los Angeles contributing 105 days.

Table 8. Adaptive Management Monitoring 2023-2024

Task #	Description	Days	Inyo Days	LA Days
1	BWMA Interim Management and Monitoring Plan - Monitoring and Reporting	40	20	20
2	Noxious species survey & treatment	60	20	40
3	Tree recruitment assessment	35	35	0
4	BWMA infrastructure inspection	2	0	2
5	Water Quality Monitoring along River	20	10	10
6	Geomorphic Changes to River	53	20	33
	Total Person Days	210	105	105

References

Inyo County Water Department 2021. Type D Riparian Vegetation Monitoring Annual Status Report 2020. Accessed at: https://www.inyowater.org/wp-content/uploads/2021/08/TypeD_AnnualReport_2020_08242021_FINAL.pdf

Inyo County Water Department and Los Angeles Department of Water & Power 2017. Lower Owens River Project 2016-2017 Work Plan – Annual Accounting Report.

Los Angeles Department of Water and Power and Inyo County Water Department. 2021. Lower Owens River Project Work Plan, Budget, and Schedule 2021-2022 Fiscal Year. Accessed at: <https://www.inyowater.org/wp-content/uploads/2021/10/2021-22-LORP-Final-Work-Plan-BudgetSchedule.pdf>

Bid for Color Orthophotography Services



Offered by



1217 North Montgomery Street

Ojai, CA 93023

805-630-0065

www.Focalflight.com

Focal Flight is pleased to offer Inyo and Los Angeles Counties our aerial photography and orthophoto production services for mapping of the Owens River in 2023. Focal Flight LLC is owned by Evan and David Byrne and is a family operated company based in Ojai California. Our company owned aircraft are based at Santa Paula Airport in Ventura County California.

Focal Flight has 17 years of aerial photography experience and is not a middle-man or reseller, and we are not establishing a joint venture for this project. We perform every step of the operation in-house; therefore, we do not have to rely on any sub-contractors or partners. With full control of every aspect of the operation, we can deliver in a timely manner and easily have direct contact with Inyo County throughout the project period.

Project Approach

The image processing procedures and techniques used dictate the specifics of every aspect of an orthophoto project from flight planning to final image export. Focal Flight

uses digital image capture and soft-copy orthophoto production. Our processing is an automated system that matches common points in images automatically to create a 3D point cloud of the project area. This model is then projected to the specified map projection and exported as an orthophoto. A DEM (digital elevation model) is created from the from which a surface model is created after removing all non-ground objects from the model.

We use two Hasselblad A6D aerial mapping cameras for image acquisition. Each camera is mounted vertically in the aircraft. One camera captures the red, green and blue (RGB) bands and the other camera captures the near infrared (NIR) band. Post processing the images from the two cameras generates 4 band imagery from which we can create color infrared (CIR) or normalized difference vegetation index (NDVI).

The cameras are accompanied by a GPS system that captures the camera position at the point of shutter release. This GPS system uses real time WAAS (wide area augmentation system), SBAS (satellite based augmentation system) and Atlas augmentation. We can further refine the accuracy of the positioning by applying PPP (precision post processing) using existing NOAA CORS stations which are located in the Owens Valley. We can also use existing ortho imagery and DEMs to match the new data to preexisting datasets.

Even the best metric cameras will experience changes in their interior orientation over time. This is due to temperature changes and the aging of the materials. To mitigate these effects, we perform a camera calibration in-house prior to each project requiring a calibration. This will insure as accurate a calibration as possible. We use calibration software by Photometrix of Melbourne Australia, the same as USGS. This software performs a "Brown Model" calibration, accurately mapping the interior orientation of the camera and lens.

Flight Planning

Since our image processing automatically selects common points in images automatically, it is economical have more images than the traditional 60% overlap used for orthophoto production. "The more images the better", is the way our system works. Image acquisition along-track is planned and captured at a minimum of 80% overlap. The flight lines are spaced to approximately 50% side overlap.

The area to be acquired will be based on the supplied KMZ file titled LORP aerial mapping boundary. The area acquired will include the supplied polygon plus a minimum 500' buffer on all sides. We will be in touch with Inyo County and remain flexible as to the final area to be acquired in case the conditions of the Owens River change between acceptance of our quote and image acquisition.

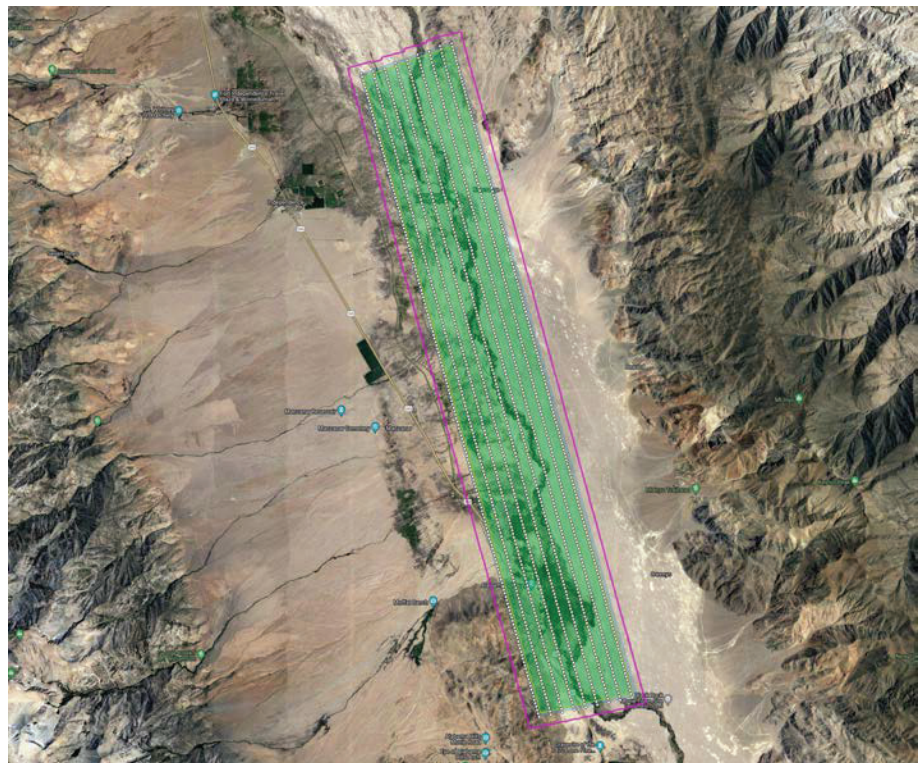


LORP aerial mapping boundary over Google Image.

Actual image acquisition will break the area in to three segments, a north area, central area and southern area.



Preliminary flight lines over the Owens north area



Preliminary flight lines over Owens central area



Preliminary flight lines over Owens south area

Flight Operations and Image Acquisition

Flight Safety

Safe operation of the aircraft comes above all other aspects of any photo mission. To ensure the safety of persons and property on the ground as well as the crew and aircraft, Focal Flight always operates with a crew of two, a pilot and a camera operator. Some aerial photo companies operate with only one person on board. We feel that this compromises both safety of flight and the quality of the data. Safety of the flight is compromised when the pilot of the aircraft has to both fly the airplane and operate the camera system. In addition to a crew of two, we use all available traffic avoidance resources available including air traffic control advisories and onboard ADS-B systems to display other air traffic.

Image Acquisition

Image acquisition will be done with an average ground sample distance (pixel size) of 3 inches per pixel. With our mapping camera, that would be done at 4,300' above ground level (AGL).

Normally vertical aerial images are captured with the highest sun angles possible with a minimum sun angle of 30 degrees. One exception to the practice is when capturing imagery with water in the scene. In this case the water can create a glare that can ruin

the images. To avoid this glare, we will avoid the highest sun angles of each shooting day to capture the imagery of the Owens River capturing the imagery when the sun is between 30 and 70 degrees above the horizon.

Image Processing and Deliverables

Focal Flight will do all of the image processing in Ojai California. The final processed imagery will be delivered in tiled 24-bit, 3 band GeoTIFF, 8 bit GeoJPEG, and/or ECW format.

The digital surface model will be delivered in GeoTiff, XML and/or .LAZ format.

A contour map will be provided in .DWG format.

Final data can be delivered digitally via FTP or shipped on a hard drive.

Project Schedule

Weather Permitting, the initial image capture will be done in the summer of 2023 and will coordinate the specific dates to fly with Inyo County. We will be available to do subsequent image acquisitions as requested by Inyo County later in the year. The final data will be delivered within three weeks of the image acquisition.

Data Licensing

All data and imagery will be provided to Inyo County and Los Angeles County licensed for in house use. Resale of the imagery and data is not permitted.

Pricing

RGB imagery capture and orthophoto production - \$14,650

Color infrared orthophoto production - \$4,220

Digital elevation model, point classification and digital surface model - \$4,600

Total project cost per image acquisition - \$23,470



References

Company Name: First American Professional Due-Diligence Services
Company Address: 1700 S. Broadway, Building E, Moore, OK 73160
Company Phone: 405-378-5815, 405-378-5800
Contact Person: Tiffany Grafton

Company Name: BLEW and Associations, Inc
Company Address: 325 North Shiloh Drive, Fayetteville, AR 72703
Company Phone: 479-443-4506
Contact Person: Allison Hackman

Company Name: Cirrus Digital Systems
Company Address: 2077 Centro East, Tiburon, CA 94920
Company Phone: 415-789-9420
Contact Person: John Arvesen

Company Name: Fireball International Services
Company Address: 1240 Fairfield Avenue, Reno NV 89509
Company Phone: 775 848-4462
Contact Person: Tim Ball

CAMERA CALIBRATION REPORT

PROJECT DETAILS

Camera: Hasselblad A6D

Filename: H:\Focal Flight A6D Calib 28AUG20\A6D 28AUG20.cal

Calibration Date: 28/08/2020 19:17pm

METRIC CALIBRATION PARAMETERS

Resolution = 11600 x 8700 pixels

Pixel width = 0.0046mm, Pixel height = 0.0046mm

	VALUE	STANDARD ERROR
Principal distance	c = 82.0507mm	0.004mm
Principal point offset in x-image coordinate	xp = -0.2038mm	0.003mm
Principal point offset in y-image coordinate	yp = 0.1417mm	0.003mm
3rd-order term of radial distortion correction	K1 = 9.65298e-06	7.3040e-08
5th-order term of radial distortion correction	K2 = -1.93292e-09	2.3551e-10
7th-order term of radial distortion correction	K3 = 9.73990e-13	2.6061e-13
Coefficient of decentering distortion	P1 = 4.0974e-06	1.037e-07
Coefficient of decentering distortion	P2 = 1.0296e-06	1.032e-07
No significant differential scaling present	B1 = 0.0000e+00	0.000e+00
No significant non-orthogonality present	B2 = 0.0000e+00	0.000e+00
9th-order term of radial distortion correction	K4 = 0.00000e+00	0.0000e+00
11th-order term of radial distortion correction	K5 = 0.00000e+00	0.0000e+00

STANDARD CORRECTION EQUATION

The corrected image coordinates $x(\text{corr})$ & $y(\text{corr})$ can be calculated from the measured coordinates $x(\text{meas})$ & $y(\text{meas})$ by using the formulas:

$$x = x(\text{meas}) - xp$$

$$y = y(\text{meas}) - yp$$

x and y are now with respect to the principal point,

$$r^2 = x^2 + y^2$$

$$dr = K1 \cdot r^3 + K2 \cdot r^5 + K3 \cdot r^7 + K4 \cdot r^9 + K5 \cdot r^{11}$$

$$x(\text{corr}) = x(\text{meas}) - xp + x \cdot dr/r + P1 \cdot (r^2 + 2x^2) + 2 \cdot P2 \cdot x \cdot y$$

$$y(\text{corr}) = y(\text{meas}) - yp + y \cdot dr/r + P2 \cdot (r^2 + 2y^2) + 2 \cdot P1 \cdot x \cdot y$$

Camera self-calibration determined in a network of 66 images and 384 points, to an image measurement accuracy (RMS 1-sigma) of 1.49 pixels or 6.84 μm , and q of 1.0.

Focal Flight

1217 N Montgomery St
 Ojai, CA 93023 US
 focalfight@gmail.com



WWW.FocalFlight.com

Quote

ADDRESS Larry Freilich Inyo County Water Department 135 South Jackson Street Independence, CA 93526	SHIP TO Larry Freilich Inyo County Water Department 135 South Jackson Street Independence, CA 93526	QUOTE 3336 Owens River DATE 06/29/2023 EXPIRATION 08/09/2023 DATE
------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Digital Elevation Model	Digital elevation model, point classification and digital surface model.	1	4,400.00	4,400.00
	Planimetric Data	CAD drawing of ortho image features to include roads, dirt roads, structures and the Owens River and tributaries.	1	6,100.00	6,100.00
07/19/2023	Ortho-Mosaic and Image Acquisition	Vertical image acquisition and ortho-mosaic of The Owens River as outlined in the LORP KMZ captured at 3 inch resolution. Geo-referencing done using airborne GPS and/or client supplied or publicly available survey data. Delivery in GeoTiff, GeoJPEG or ECW format.	1	12,300.00	12,300.00
08/02/2023	Multi Spectral Imagery	Color infrared ortho imagery of the Owens River LORP portion.	1	3,075.00	3,075.00
TOTAL					\$25,875.00

Accepted By

Accepted Date



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

July 18, 2023

Reference ID:
2023-3816

Grant Agreement with Eastern California Water Association for Automatic Read Water Meters

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Katie Paterson, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Authorize acceptance of the allocation of the \$558,000.00 grant for the Laws, Independence, and Lone Pine Meter Replacement Project;
- B) Approve the agreement between the County of Inyo and Eastern California Water Association (ECWA) of Coleville, California for the provision of grant funding in an amount not to exceed \$558,000.00 for the period of June 14, 2023 to April 1, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- C) Authorize the Public Works Director to sign any documents required to accept these grant funds on behalf of the County of Inyo.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County owns and operates three community water systems serving the unincorporated and disadvantaged communities of Laws, Independence, and Lone Pine. The combined population served by the water systems is approximately 2,000 people, and these systems were inherited from the Los Angeles Department of Water and Power (LADWP) nearly a decade ago.

Most of the service connections in these three communities do have existing analog meters that were installed in 1970's. Many of the meters are not accessible, are inaccurate, or produce unreliable readings necessary for billing or monitoring.

This proposed project will replace existing meters with automatic electronic read meters and allow County staff to ensure that all service connections are metered. This effort will provide for the accurate measurement of individual water usage and ultimately a better understanding of the communities' gross water demands which will assist with water conservation strategies and mitigating overage charges from LADWP. Further, converting to automatic electronic read meters will reduce meter reading time from 20 days to 3 days, providing for more efficient operations and reduced costs.

FISCAL IMPACT:

Funding Source	Non-General Fund / Grant Funded - Water Quality, Supply, and Infrastructure Improvement Act of 2014	Budget Unit	152198 (roll up budget)
-----------------------	-----------------------------------------------------------------------------------------------------	--------------------	-------------------------

Budgeted?	No	Object Code	
Recurrence	On-going		
Current Fiscal Year Impact			
There are matching funds which are required to implement this project which will be paid for out of water system budgets.			
Future Fiscal Year Impacts			
Unknown at this time.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept this funding. This is not recommended as this project has been several years in the making and would cause the County to lose substantial funding needed to replace aging analog meters with new automatic electronic read meters. Further, these meters will facilitate the County's ability to comply with impending regulations requiring the metering of service connections.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern California Water Association.

ATTACHMENTS:

1. ECWA and Inyo County Contract
2. Exhibit A - DWR Master Agreement

APPROVALS:

Katie Paterson	Created/Initiated - 5/24/2023
Darcy Ellis	Approved - 5/25/2023
Katie Paterson	Approved - 6/28/2023
Breanne Nelums	Approved - 6/29/2023
Grace Chuchla	Approved - 7/5/2023
Amy Shepherd	Approved - 7/5/2023
John Pinckney	Approved - 7/13/2023
Michael Errante	Approved - 7/13/2023
Nate Greenberg	Final Approval - 7/13/2023

AGREEMENT BETWEEN EASTERN CALIFORNIA WATER ASSOCIATION AND INYO COUNTY

This Agreement (hereinafter "Agreement") entered into on 7/12/2023 between the Eastern California Water Association, a California public benefit corporation (hereinafter referred to as "ECWA") and Inyo County in the County of Inyo, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Project Sponsor", (hereinafter collectively referred to as "Parties") which Parties do hereby agree as follows:

Section 1. Recitals

- A. The California Department of Water Resources (hereinafter "DWR") has provided grant funds from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
- B. DWR has provided grant funds under Grant Agreement No. 4600014980 (hereinafter "DWR Grant Agreement") to ECWA in the amount of \$2,762,261. A copy of the Grant Agreement is attached hereto as Exhibit A and is incorporated by reference herein as fully set forth. The Grant Agreement includes Payment Terms, Standard Conditions, Requirements and Formats for Reports, and Requirements for Data Submittal.
- C. A portion of the overall grant amounts, \$558,000.00 will be used to manage and implement the Laws, Independence, and Lone Pine Meter Replacement (hereinafter "Project(s)"), as more fully described in the Work Plan, which is attached hereto as Exhibit B and incorporated by reference herein as fully set forth.
- D. This agreement begins on the day the agreement is executed by ECWA and will end on the date final payment is made to Inyo County.
- E. The Schedule for the Project is attached hereto as Exhibit D, and the Budget for the Project is attached hereto as Exhibit C.
- F. The DWR Grant Agreement requires that ECWA administer the funds and partner with the Project Sponsor to administer and implement the Project(s).
- G. The Project Sponsor has the necessary capabilities and resources to implement the Project(s) as required by the terms of the DWR Grant Agreement.
- H. The Inyo-Mono Regional Water Management Group ("IMRWMG") has adopted an IRWM Plan for Inyo-Mono IRWM region.

- I. ECWA and the Project Sponsor wish to document the terms and conditions of the duties associated with these grant funds.
- J. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, ECWA and the Project Sponsor agree as set forth below.

Section 2. ECWA Obligations

ECWA Agrees:

- A. To administer the DWR Grant Agreement consistent with the terms of the DWR Grant Agreement.
- B. To efficiently coordinate the following implementation projects funded under the Grant Agreement:
 - Project 1 – Oak Creek Watershed Restoration Project
 - Project 2 – Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study
 - Project 3- Mono City Well
 - Project 4 – Big Pine Wastewater Treatment Plant Aerator Efficiency
 - Project 5 – Aspendell Well & Control Building
 - Project 6 – Sunny Slopes Emergency Generator
 - Project 7 – Aspendell Backup Generator
 - Project 8 – Laws, Independence, and Lone Pine Meter Replacement
 - Project 9 – June Lake Electric Transfer Stations
- C. To act as primary contact and liaison for DWR.
- D. To process the Project Sponsor’s reimbursement requests in accordance with the DWR Grant Agreement requirements and the amounts set forth in the Work Plan outlined in Exhibit B, Schedule outlined in Exhibit D and Budget outlined in Exhibit C.
- E. To oversee the progress of the projects in accordance with the DWR Grant Agreement requirements.
- F. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the DWR Grant Agreement.
- G. To coordinate project activities with the Project Sponsor and to provide the Project Sponsor with copies of all documentation concerning the Project that is required to satisfy the grant requirements.
- H. To provide administrative services for the Project, review all work performed, and coordinate invoicing procedures and scheduling.

- I. To work with the Project Sponsor to ensure all deadlines and milestones for submittal of information to DWR are met.
- J. To provide administrative services, including the review and processing of reports and invoices provided by the Project Sponsor for DWR review and payment.
- K. To provide DWR the following: (1) quarterly progress reports, (2) quarterly invoices, (3) advanced payment reports, (4) a project completion report, (5) a grant completion report, and (6) required post-performance reporting. All templates for invoicing and quarterly reporting received from DWR will be transmitted to the Project Sponsor.
- L. To report annually to the IMRWGMG and on a frequency agreeable to the Group's Administrative Committee. ECWA will serve as a liaison between the Project Sponsors and the IMRWGMG. The liaison services will include coordinating project presentations to IMRWGMG at regular IMRWGMG meetings; attending Administrative Committee meetings to ensure communication between the fiscal agent and Project Sponsors; and providing consultation with the Project Sponsors. Consultation with Project Sponsors may consist of answering general questions and regular communications.
- M. To promptly submit payments to the Project Sponsor once such payments are received from DWR to ECWA.
- N. To submit a Final Report to DWR after preparation by the Project Sponsor in consultation with ECWA.
- O. To coordinate the design and purchase of a Project sign as required by DWR. ECWA will coordinate the installation of signs with each Project. The purchase and actual installation of each sign shall be the responsibility of the Project Sponsor.
- P. To provide public relations on behalf of the Project Sponsors and the IMRWGMG and will communicate with and provide updates to local media outlets regarding the project and outcomes, coordinate public and media site visits, and provide updates regarding project progress and outcomes to governing boards and other interested parties.

Section 3. Project Sponsor Obligations

The Project Sponsor Agrees:

- A. To cooperate with ECWA as reasonably required to carry out the purposes of this Agreement and the DWR Grant Agreement.

- B. To complete all applicable Federal and State Environmental Documentation (if required) and obtain and continue in effect for the duration of this Agreement all required governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the project as outlined in the Work Plan attached as Exhibit B.
- D. To provide ECWA with signed Compliance Certifications, attached as Exhibit E, by all of the Project Sponsor's Contractors, Subcontractors, Suppliers, and Providers of Services
- E. To provide quarterly reports, invoices, advanced payment reports (if applicable) and a grant completion report to ECWA according to a schedule set forth by ECWA for the above referenced services in accordance with the DWR Grant Agreement.
- F. To comply with all the applicable provisions of DWR Grant Agreement No. 4600014980, and the Exhibits thereto, when administrating the Project. The following is a non-exhaustive list of provisions to highlight from the DWR Grant Agreement:
- Activities to accomplish prior to commencing construction or implementation activities in Article 5.C.
 - Funds to be deposited into a non-interest-bearing account in Article 6.
 - Eligible project costs and the listed ineligible costs in Article 7C.
 - Repayment of disbursed State funding with interest if project defaults in Article 11.
 - Requirements to notify DWR regarding publicity, archeological resources, litigation and inspections in Article 18.
 - Installation of signage described in Article D.2.
 - Competitive bidding and procurement in Article D.11.
 - Drug-free workplace compliance in Article D.16.
 - Final certification from registered professional in Article D.18.
 - Right to inspect work being performed in Articles D.25 and D.33.
 - Labor code compliance in Article D.26.
 - Furnishing a performance bond prior to construction in Article D.30.
 - Retention of 10% of funds in Article D.36.
- G. To furnish to ECWA contracts and contacts for any successor, if appropriate, and two additional points of contact who will be responsible for assuring that the duties applicable to the Project Sponsor outlined in Exhibits A to D are carried out.
- H. To acknowledge that no final payments will be made to Project Sponsors until the Final Grant Completion Report for the whole grant is accepted by DWR.

Section 4. Mutual Obligations

It is Mutually Agreed:

- A. ECWA and the Project Sponsor intend to fulfill their obligations stated in this Agreement, but ECWA and the Project Sponsor shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to ECWA by the State of California under the Grant Agreement. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.
- B. Project Sponsor may invoice ECWA for costs associated with performing the Work Plan incurred from **November 23, 2022**.
- ~~C.~~ ECWA may invoice DWR for costs associated in performing tasks under the DWR Grant Agreement and this Agreement. In no case shall ECWA 's compensation for services rendered for such services exceed a total of \$251,114.
- D. ECWA and the Project Sponsor shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this Agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- E. This Agreement contains all of the agreements and warranties of the Parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- F. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- G. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. The Parties will retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be

maintained under the terms of the DWR Grant Agreement for a period of three (3) years after the final disbursement of funds from this Agreement.

- J. The term of this Agreement shall be from the date signed by the Parties and terminates when all of the Parties obligations under this Agreement and under the DWR Grant Agreement are fully satisfied.

ECWA:
Eastern California Water Association
824 Burcham Flat Rd.
Coleville, CA
Phone: 775-461-6550
E-mail: easterncaliforniawater@gmail.com

Project Sponsor:
Inyo County
168 N. Edwards St.
Independence, CA 93526
760-878-0208
kpaterson@inyocounty.us

Agreement with PROJECT SPONSOR underlines the following:

Project Sponsor’s responsibility is to fulfill all Project Sponsor’s obligations inherent in the Grant on the basis of a not-to-exceed payment for services of \$558,000.00 to be provided by ECWA from DWR funds, when received. All requirements imposed by DWR on ECWA shall be incumbent on the Project Sponsors for their projects.

The not-to-exceed payment total for services is agreed to as sufficient to fulfill project-related requirements and obligations inherent in the grant. If it is not sufficient, it is understood no further payments will be made by ECWA to the Sponsor, but that the Sponsor’s obligation to complete this contract with ECWA/DWR must still be fulfilled.

Until the project is fully accepted as completed by DWR, there will be a 10% withholding from monies invoiced as required by DWR. Release of the withheld monies will not be made if the grant is not completed to DWR’s satisfaction.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

ECWA

Project Sponsor

Signature
Printed Name/Title:
Date:

Signature
Printed Name/Title:
Date:

EXHIBIT A
GRANT AGREEMENT BETWEEN CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
EASTERN CALIFORNIA WATER ASSOCIATION
(SEE SEPARATE ATTACHED DOCUMENT)

EXHIBIT B

WORK PLAN

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement

IMPLEMENTING AGENCY: Inyo County

PROJECT DESCRIPTION: The project will replace approximately 878 analog meters with automatic electronic read meters. The aging analog meters are no longer accurate and produce unreliable readings. Removing existing meters and installing new smart meters within the Inyo County Water Systems service boundaries will provide for accurate measurement of individual water usage and efficient monitoring of the towns' gross demand. The project goal is to conserve approximately 263 acre-feet per year of water and will reduce meter reading time from 20 days to 3 days, providing for more efficient operations.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not Applicable

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All work will occur within the county right of way, and therefore permits will not be necessary.

Deliverables: N/A

Task 7: Design

The removal and installation of new meters will be completed per Inyo County Standard Drawing for service lateral and meter installation.

Deliverables:

- Standard Specifications and Drawings

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: a written sole source procurement policy, and award notification.

Deliverables:

- Sole Source Procurement Policy
- Executed Construction Contracts

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Equipment and materials transported to and from project location.

11(b): Site preparation will include: Resident notification of planned work, installation of “No Parking” signs, locating and exposing existing meter boxes and meters.

11(c): Install, construct, excavate: Excavate and remove existing meter, install new smart meter with meter register, and install existing meter box or replace meter box if it is damaged and unusable.

11(d): Improve: Compact around meter box and restore excavated area to preexisting conditions.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT C

BUDGET

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement

Implementing Agency: Inyo County

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$0	\$23,835.00	\$23,835.00
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$5,315.00	\$5,315.00
(d)	Construction / Implementation	\$558,000.00	\$0	\$4,500.00	\$562,500.00
TOTAL COSTS		\$558,000.00	\$0	\$33,650.00	\$591,650.00

NOTES:

Project received 100% Cost-share waiver.

*Other Cost Share is from Inyo County Water System.

**EXHIBIT D
SCHEDULE**

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	01/01/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2020	05/31/2023
d	Construction / Implementation	06/01/2023	10/01/2026

EXHIBIT E

Compliance Certification by Project Sponsor's Contractors, Subcontractors, Suppliers, and Providers of Services

Contractors, subcontractors, suppliers, and providers of services for work (hereinafter 'Service Provider') contributing to the implementation of Laws, Independence, and Lone Pine Meter Replacement Project shall certify the following acknowledgement:

Inyo County certifies company's/corporation's compliance with all pertinent laws and regulations of the State of California for work undertaken on the Sponsor's Project. This applies to its professional activities as well as in its role as employer.

Specifically, this certification applies to compliance with requirements of the Drug-Free Workplace Act of 1990, the Child Support Compliance Act, California Labor Code and Nondiscrimination, along with provisions of the California Fair Employment and Housing Act.

Drug-Free Workplace Act of 1990

Eastern California Water Association, as DWR Grantee, shall provide Project Sponsor for disbursement to employees and Service Providers:

- A copy of ECWA's drug-free policy statement

Service Provider can comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) by having or willing to provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - The dangers of drug abuse in the workplace,
 - Grantee's policy of maintaining a drug-free workplace,
 - Any available counseling, rehabilitation, and employee assistance programs, and
 - Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

Child Support Compliance Act

Service Provider acknowledges in accordance with Public Contract Code section 7110:

- Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and,
- Fully complying, to the best of its knowledge, with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Labor Code Compliance

Service Provider agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from the **Project Name** to assure that the prevailing wage provisions of the Labor Code are being met.

Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

Service Provider affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance.

Nondiscrimination and the California Fair Employment and Housing Act

Service Provider shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Service Provider shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Service Provider shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). Service Provider shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(Signature of Service Provider Representative)

(Service Provider Representative Name and Title)

(Legal Name of Service Provider)

(Date)

Signature must be by a person whose position in the Service Provider allows the individual to legally bind said Service Provider as accepting the responsibilities inherent in working for the State of California, and compliance with all laws and regulations.

No reimbursements shall be made to Project Sponsor if the invoice is from a Service Provider for which Eastern California Water Association (ECWA) has no signed Certification on file.

Grant funding implicitly requires this diligence as described in Agreement between ECWA and Project Sponsor. This Certification establishes the Due Diligence of both the Project Sponsor and ECWA.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
EASTERN CALIFORNIA WATER ASSOCIATION
AGREEMENT NUMBER 4600014980
PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Eastern California Water Association, a Non-Profit Organization in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on November 23, 2022, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by April 1, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after July 1, 2027.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,762,261.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice (\$0 Invoices are acceptable) and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,
 - b) All documents that satisfy the CEQA process are received by the State,

- c) The State has completed its CEQA process as a Responsible Agency, and
- d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the November 22, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs

that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
 - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

- v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
 - E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
 - F. Failure to routinely invoice the State pursuant to Paragraph 8.
 - G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on pages 24-25 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at

least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for

material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Eastern California Water Association

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Leroy Corlett
Chairperson
451 Bartell Rd.
Big Pine, CA 93513
(760) 264-6706
Email: Leroy.Corlett@me.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Eastern California Water Association

Charles Polc
Environmental Scientist
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-7526
Email: charles.polc@water.ca.gov

Allison Dodds
Grant Manager
P.O. BOX 786
Mammoth Lakes, CA 93546
(760) 709-6052
Email: adoddseasterncaliforniawater@gmail.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

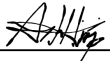
Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

EASTERN CALIFORNIA WATER
ASSOCIATION



Arthur Hinojosa
Manager, Division of Regional Assistance

Leroy Corlett
Chairperson

Date 5/24/2023

Date 5/23/2023

Approved as to Legal Form and Sufficiency



For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 5/24/2023

EXHIBIT A
WORK PLAN**PROPOSITION 1 ROUND 2 INYO-MONO IRWM IMPLEMENTATION GRANT****Grant Administration**

IMPLEMENTING AGENCY: Eastern California Water Association (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project AdministrationTask 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Oak Creek Watershed Restoration Project**IMPLEMENTING AGENCY:** Trout Unlimited**PROJECT DESCRIPTION:**

This project will conduct post fire-flood restoration activities that are focused on regaining healthy in-stream and watershed function through (1) in-stream habitat restoration (e.g., streambank stabilization), (2) floodplain/wetland restoration (e.g., excavation of flood sediments, side channel reconnection), (3) revegetation/reforestation, including a rare black oak community component, and (4) invasive plant removal. Restoration activities are expected to reduce flood flows, extend late-season base flows, increase overall instream flow (through a reduction in evaporative losses), increase available instream habitat diversity, and improve water quality. The project's primary benefit is restoration of approximately 800 acres of in-stream habitat and riparian vegetation.

In addition to benefitting the Oak Creek watershed, this restoration project will have direct benefits for the Fort Independence Indian Reservation (Reservation) near the east end of the watershed. The post-fire mudslide damaged tribal property and infrastructure; restoring the flow regime will help to reduce the risk of future flood damage to the reservation, which is part of a disadvantaged community census place. The project will also maintain and even improve water quality during high flow events, which will benefit the Reservation.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A CEQA Notice of Exemption was completed in October of 2018. A NEPA Findings of No Significant Impact was completed in September of 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA/NEPA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: U.S. Army Corps of Engineers 404 permit and a Lahontan Water Quality Control Board 401

Deliverables:

- Permits as required

Task 7: Design

A hydrologist developed the Oak Creek Watershed Stream Stability Assessment and Restoration Recommendations Report in 2015 through a Proposition 84 IRWM Planning Grant. The design includes riparian plantings, excavation of flood sediments that currently block high flows from entering side channels, and excavation of fan surfaces to restore hydrologic connectivity between fan surface and side channel.

Deliverables:

- Oak Creek Watershed Stream Stability Assessment and Restoration Recommendations Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: a written sole source procurement policy, and award of contract.

Deliverables:

- Sole Source Procurement Policy
- Executed Construction Contracts

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Equipment operators, under the instruction of a watershed specialists, will outline and direct the work, answer questions, etc. The equipment operator and watershed specialist will review and modify the preliminary site/construction design as needed. Daily construction tasks are based on that design, and on-site adjustments will be implemented as needed. Other tasks include answering requests for information, processing payments, documenting work progress, and updating project schedule.

Deliverables:

1. DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Personnel will use parking and staging areas to mobilize and demobilize equipment

11(b): Site preparation will include delineating areas on the ground where heavy equipment will be driven to have the least impact to the riparian corridor.

11(c): Complete construction tasks outlined below:

North Fork of Oak Creek

Restoration treatments include:

1. Riparian plantings in portions of the existing stream/gully corridor; other plants may be included as recommended by a botanist.
2. Excavation of flood sediments that currently block high flows from entering existing side channels. This treatment will include riparian plantings on excavated surfaces as described in action item 1. An excavator with support equipment (i.e., dump truck) under the direction of a restoration hydrologist will remove the blocking sediment and shape the surface to create a natural outlet from the mainstream into a side channel. Excavation and shaping will also occur where the side channel re-enters the main channel; boulders may be added to the substrate at the re-entry points to maintain stability. Excavated flood sediments (roughly 600 cubic yards) will be spread out over nearby fan surfaces.
3. Installation of Beaver Dam Analogues (BDAs). These structures will be installed in strategic locations along the creek channel to help spread water onto the floodplain surface. These structures will be installed using on-site materials, including riparian vegetation, rock, and other flood debris. These structures will provide the hydraulic lift necessary to force water out on to the floodplain.
4. Excavation of fan surfaces to restore hydrologic connectivity between the fan surface and side channel. An excavator with support equipment, under the direction of a restoration hydrologist, will skim flood sediment off the fan surface to a point where riparian vegetation could become reestablished. Excavated flood sediments (roughly 2,000 cubic yards) will be spread out over nearby fan surfaces. Riparian planting would occur on excavated surface in a manner described in action item 1.

South Fork of Oak Creek

- The restoration treatment at this site would include: Excavate (500 cubic yards) and slope back the unstable cut bank (3:1 slope).
- Shape the excavated surface to mimic the configuration of a natural floodplain.
- Plant the excavated surface with riparian vegetation at the toe, and upland vegetation higher up the slope. Riparian plants (black oak, willow, and cottonwood) will be planted using hand tools; other plants may be included as recommended by a Botanist. The planting prescription would be developed by a botanist.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study**IMPLEMENTING AGENCY:** Mono County

PROJECT DESCRIPTION: The project will develop a numerical MODFLOW groundwater model covering the Tri-Valley area, including the Fish Slough Area of Critical Environmental Concern, for the purpose of better understanding and quantifying the amount and the flow of groundwater in this area. The groundwater model will be calibrated to existing historical data and serve as a predictive tool to analyze future groundwater conditions and potential management. Additionally, the project will perform an isotope study to help determine key characteristics of the groundwater in the region, such as source and age. The project is intended to provide confidence in the state-of-science of the Tri-Valley/Fish Slough groundwater system and to provide a framework for analyzing future groundwater management options.

Mono County and the Tri-Valley Groundwater Management District (TVGMD) will both make use of the model and isotope study. TVGMD has applied to be a GSA within its statutory boundaries, and Mono County has applied to be the Groundwater Sustainability Agency (GSA) for the other parts of the Tri-Valley basin that are not included within TVGMD's statutory boundaries. Thus, both decisionmakers will use the MODFLOW model to inform their decisions as GSAs. This model will help inform both agencies how, where, and when new wells should be constructed, whether water usage should be limited, and inform permitting decisions for new projects that may impact the overall health of the basin.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Not applicable.

Deliverables: N/A

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

Not applicable.

Deliverables: N/A

Task 8: Project Monitoring Plan

Not applicable.

Deliverables: N/A

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

Not applicable.

Deliverables: N/A

Task 11: Implementation

The primary work of the project will be to convert the existing hydrogeologic conceptual model (HCM) into a numerical MODFLOW groundwater model. Once created, the model will be calibrated to existing data, and a sensitivity analysis will be conducted. Aspects of numerical simulation such as the mass-balance components, boundary conditions, and aquifer layers and properties will be compared to the HCM, and areas of discrepancy will receive additional evaluation. This project shall require that the modeling team conducts a field visit at the beginning of the project to become acquainted with the area and to hear from key agency personnel. The modeling team will then review existing hydrogeologic studies and build upon recent advances in knowledge. Once the numerical groundwater flow model has been created and calibrated to historical data, the modeling team will develop and then analyze three predictive simulations to inform current and future groundwater management options.

The same modeling team or a separate consultant will also contemporaneously complete an isotope study of the groundwater in the region. One of two isotope studies will be complete: stable or radioactive. The stable isotopes study is relatively cheaper and helps determine groundwater sources whereas the radioactive isotope study is relatively more expensive and helps determine age. Mono County will determine which study to use through discussions with TVGMD. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- Minutes of meetings between modeling team and key personnel
- Description of modeling team's field visit(s)
- Report summarizing existing Hydrogeologic Conceptual Models (HCM)
- Photographic Documentation of Progress
- MODFLOW groundwater model
- Results of three predictive simulations based on MODFLOW groundwater model
- Results of isotope study
- DWR Certificate of Project Completion

PROJECT 3: Mono City Well**IMPLEMENTING AGENCY:** Lundy Mutual Water Company

PROJECT DESCRIPTION: Lundy Mutual Water Company (LMWC) serves the residential community of Mono City and obtains its water from one well with no backup supply. The project will drill a test well, construct a new alternate water well in Mono City, add road access, and construct a new shed for monitoring equipment. The new well will provide approximately 30 acre-feet of water per year for both residential use and fire suppression, will ensure a reliable water source for the community, will meet the state regulation that each community should have a minimum of two groundwater sources, and will ensure adequate fire storage.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

The Right of Way (ROW) application (SF-299) has been submitted and is in progress with the Bureau of Land Management (BLM) for the easement for the new well and associated infrastructure. The approximate area of land of easement/ROW from BLM to be acquired is 400 square feet around the new well just northeast of the paved parking area alongside the Mono City Fire Protection District (MCFPD) building and encompasses the associated underground pipelines and the new operations shed adjacent to the MCFPD building.

Deliverables:

- ROW documentation from BLM
- All relevant documentation regarding acquisition of easement

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. California Rural Water Association (CRWA) completed a Source and Storage Technical Memorandum with specifications for well drilling procedures and locations in April 2022.

Deliverables:

- Relevant Feasibility Studies 2022 CRWA Source and Storage Technical Memorandum

Task 5: CEQA Documentation

Complete environmental review pursuant to NEPA and CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA and NEPA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this Project: ROW for water well, operations shed, and pipeline on BLM land, Mono County well permit, and building permit.

Deliverables:

- Permits as required

Task 7: Design

The CRWA Source & Storage TM provided 95% of the design specifications. A few additional details regarding pipeline pathways and well specifications will be determined with the mainline pipe replacement engineering plans and by the well drillers after the completion of the test well.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: a written sole source procurement policy, and award of contract.

Deliverables:

- Sole Source Procurement Policy
- Executed Construction Contracts

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The MCFPD parking lot will be used to mobilize drilling equipment.

11(b): Site preparation will include clearing a 400 square-foot area for test and production well and access to the well

11(c): Drill and complete a test well and new well to production standards. Install a variable speed pump, store drilling sludge in a container and then remove to appropriate location, install a well controller to communicate with the tank and to alternate with the other well in the operations shed, install a digital flow meter with data logger in the operations shed, install an analog flow meter in a 2'x3'x3' vault at the well site. In addition to the actual production well, LMWC will add approximately 400 square feet of fenced area around the new well, 255 linear feet of supply pipeline from new well, and 360 linear feet of new pipeline along the new path from the existing well. The operations shed will be approximately 8'x15' and be located adjacent to the eastern firehouse wall, but will have its own entry, slab foundation, and four 8' walls and metal roof. The electrical meter for the new well will be on the outside wall of the operations shed and will be linked to the backup generator in the fire station building. The supply pipeline from the existing well will be re-routed to join the supply pipeline from the new well, and the merged supply pipeline will run under and up into the small shed on the eastern side of the fire station. This newly constructed shed adjacent to the MCFPD fire station will house LMWC operations monitoring equipment, electrical meters, water system controller, and provide for other LMWC storage.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Big Pine Wastewater Treatment Plant Aerator Efficiency**IMPLEMENTING AGENCY:** Big Pine Community Service District**PROJECT DESCRIPTION:** The project will install aeration equipment and associated access bridge in the Big Pine Wastewater Treatment Plant. The new process equipment will replace current failed equipment that is past its useful life. The project will improve operational efficiency of the treatment process and will treat approximately 56 acre-feet per year (AFY) of effluent with the potential to treat up to 168 AFY if flows increased. The treated effluent will be discharged into the local aquifer.**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Inyo County Building Department permit primarily for the electrical work and new bridge structure on the project.

Deliverables:

- Permits as required

Task 7: Design

Design of the aeration equipment foundation and anchorage. The new bridge structure design has already been completed.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The Big Pine Wastewater Treatment (WWTP) plant is large enough to provide the space needed for all construction activities.

11(b): Site preparation: The site preparation for the aeration equipment and bridge is minimal in that all construction activities are replacing existing equipment in the existing locations. The site preparation will involve bypassing the wastewater flows and emptying the oxidation ditch. Demolition will consist of removal of the old equipment concrete structures down to the floor of the ditch and removal of the existing wood bridge.

11(c): Install, construct, excavate: The new aeration equipment will be installed with a 16-foot-long steel axle shaft that will span almost the entire oxidation ditch width. The sides of the oxidation ditch concrete walls will be sawcut and excavated for the new concrete foundations. The new variable speed motor controllers (VFDs) will be installed in the existing motor control building onsite. The new bridge installation will utilize factory-made glue-laminated beams bolted together to make the 3-foot-wide bridge walking surface. Guard railings will be installed on the bridge.

11(d): Improve: The project is replacing old equipment that is at the end of its useful life. All existing equipment will be removed; thus, no existing equipment will be improved or rehabilitated.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Aspendell Well & Control Building**IMPLEMENTING AGENCY:** Aspendell Mutual Water Company

PROJECT DESCRIPTION: Aspendell Mutual Water Company (AMWC) serves the residential community of Aspendell and obtains water from one well known to have water quality issues related to elevated arsenic levels, with no backup supply. The project consists of testing a new alternate production well, installing two well pumps, and constructing a well control building. The new well will provide approximately 13 acre-feet of water per year for both residential use and fire suppression, will ensure a reliable water source for the community, will meet the state regulation that each community should have a minimum of two groundwater sources, and will ensure adequate supply for fire suppression.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits will be acquired for this project: a building permit from the Inyo County Building and Safety Department.

Deliverables:

- Permits as required

Task 7: Design

Site plans, architectural building plans, and well piping plans are complete. The design includes all aspects of the structural, electrical, and plumbing/mechanical features required to complete the project. The structural engineering calculations and plans are also complete.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project.

Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The Aspendell well site is small but adequate to provide the space needed for all construction activities. Material deliveries will need to be coordinated to be “just in time” to avoid a congested building site. The adjacent county snow storage area can be used for construction storage and staging.

11(b): Site preparation will include installation of temporary power from Southern California Edison. The site was rough graded prior to well installation. After fine grading the building pad, trenching for the utilities and well piping will complete the site preparation.

11(c): Install, construct, excavate: Perform well testing, install two well pumps, and construct a well control building. The building, 10ft x 12ft pad, and footings will be excavated, concrete forms installed, reinforcing steel installed, and concrete placed. The electrical service and meter will be on the outside of the building with the motor control center and telemetry inside the building. Conduit and wiring will connect all the electrical components. The automatic transfer switch for the generator will be installed inside the building.

11(d): Improve: After completion of the building the finish grading will slope away from the building and bare mineral soil will surround the building to provide the required fire clearances. Areas beyond the fire clearance will be reseeded using a native seed mix.

Deliverables:

- Photographic Documentation of Progress

PROJECT 6: Sunny Slopes Emergency Generator**IMPLEMENTING AGENCY:** Birchim Community Service District

PROJECT DESCRIPTION: The project will upgrade the electrical services to Birchim Community Service District (BCSD) from a 240-volt system to a 480-volt 3 phase 200-amp system and will install a backup generator. All equipment will be connected to the existing SCADA system and will improve operational efficiency. The project will provide approximately 3 acre-feet per year of water supply for residential use and fire suppression during power outages.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

A Project Feasibility Study Design Memo was completed in 2020 as part of the project development process. The memo was written to list and describe to the BCSD Board the issues found with the existing electrical service and equipment and solutions to the issues.

Deliverables:

- Project Feasibility Study Design Memo

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: a building permit from the Mono County Building Department.

Deliverables:

- Permits as required

Task 7: Design

In June 2020, project plans for the site and existing electrical panels were developed along with the generator load calculations and electrical system plans.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: BCSD's well lot is small; additional storage space is available nearby at the empty parcel owed by the fire department. The lot access is off State Highway 395 and paved secondary roads, providing easy access to all equipment and supplies needed for the project.

11(b): Site preparation will include grading for the generator concrete foundation and temporary power pole installation. Temporary fencing will be installed to prevent construction activities from encroaching on the stream setback zone.

11(c): Install, construct, excavate: The generator concrete foundation will require excavation and installation of electrical conduit back to the well control building. The propane tank will require a concrete foundation and trenching for a liquid propane fuel line from the tank to the generator set. Small excavation equipment will be used for trenching and foundation excavation. A temporary power pole providing 240 VAC 3 phase service will be installed and connected to wells 1 & 2, removing power to the existing service entrance panel. This will allow partial demolition of the existing power system inside and outside the well control building, while still providing power & control systems for the water system to continue operation. The partial demolition will free up space for the new motor control center and service entrance panel to be installed. SCE will be able to install the new pole and 480 VAC transformers and connect to the new service entrance panel. Once the 480 VAC power is installed to the well building the temporary 240 VAC power pole can be removed. Then the panels for wells 1 & 2 can be demolished and connected to the new motor control center. The panel removal for wells 1 & 2 will clear space for the generator automatic transfer switch to be installed. The panel installation will require conduit and wire to be installed to connect the various elements of the electrical system.

11(d): Improve: The site grading will ensure the area is properly graded for site drainage. A fire clearance area will be established on the south side of the building and delineate the stream setback area on that side of the building

Deliverables:

- Photographic Documentation of Progress

PROJECT 7: Aspendell Backup Generator**IMPLEMENTING AGENCY:** Aspendell Mutual Water Company**PROJECT DESCRIPTION:**

The project will install a backup generator for the Aspendell Mutual Water Company and its service area. The generator will be connected to the existing SCADA system and will improve operational efficiency. The project will improve water supply reliability by providing approximately 1 acre-feet of water supply for residential use and fire suppression during power outages.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: A building permit will be secured from the Inyo County Building and Safety Department for this project. Southern California Edison (SCE) will require a permit for the automatic transfer switch installation.

Deliverables:

- Permits as required

Task 7: Design

Design calculations for the generator and electrical plans will be completed.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The Aspendell well site is small but adequate to provide the space needed for all construction activities. Material deliveries will need to be coordinated to be “just in time” to avoid a congested building site. The well site access is off of paved secondary roads off State Highway 168, providing easy access to all equipment and supplies needed for the project.

11(b): Site preparation will include minor trenching for conduit from the control building to the generator and to the propane tank. Once installed and backfilled the generator foundation will be excavated.

11(c): Install, construct, excavate: The generator reinforced concrete foundation will be formed and have reinforcing steel installed prior to placing the concrete. The propane tank will require a concrete foundation and trenching for a liquid propane fuel line from the tank to the generator set. Small excavation equipment will be used for trenching and foundation excavation. The automatic transfer switch (ATS) will be securely bolted to the wall on the inside for the building. Conduit and wiring will be extended from the ATS to the main electrical service and the generator set. Once the concrete foundation is complete, the generator set will be lifted in place with a crane or large forklift. The generator set will be securely bolted to the concrete foundation. Then wires can be pulled thru the underground conduits and connection made to the main circuit breaker on the generator set and at the automatic transfer switch. The generator will be commissioned by a factory trained technician, and a load test will be completed to verify the generator set meets the performance specifications required for the installation.

11(d): Improve: The site grading will ensure the area is properly graded for site drainage. A fire clearance area will be established on the south side of the building and will delineate the stream setback area on that side of the building.

Deliverables:

- Photographic Documentation of Progress
- Generator Set factory load test report

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement**IMPLEMENTING AGENCY:** Inyo County

PROJECT DESCRIPTION: The project will replace approximately 878 analog meters with automatic electronic read meters. The aging analog meters are no longer accurate and produce unreliable readings. Removing existing meters and installing new smart meters within the Inyo County Water Systems service boundaries will provide for accurate measurement of individual water usage and efficient monitoring of the towns' gross demand. The project will conserve approximately 263 acre-feet per year of water and will reduce meter reading time from 20 days to 3 days, providing for more efficient operations.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not Applicable

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All work will occur within the county right of way, and therefore permits will not be necessary.

Deliverables: N/A

Task 7: Design

The removal and installation of new meters will be completed per Inyo County Standard Drawing for service lateral and meter installation.

Deliverables:

- Standard Specifications and Drawings

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: a written sole source procurement policy, and award notification.

Deliverables:

- Sole Source Procurement Policy
- Executed Construction Contracts

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Equipment and materials transported to and from project location.

11(b): Site preparation will include: Resident notification of planned work, installation of “No Parking” signs, locating and exposing existing meter boxes and meters.

11(c): Install, construct, excavate: Excavate and remove existing meter, install new smart meter with meter register, and install existing meter box or replace meter box if it is damaged and unusable.

11(d): Improve: Compact around meter box and restore excavated area to preexisting conditions.

Deliverables:

- Photographic Documentation of Progress

PROJECT 9: June Lake Electric Transfer Stations**IMPLEMENTING AGENCY:** June Lake Public Utilities District (JLPUD)**PROJECT DESCRIPTION:** The project will install a portable 115-kilowatt (kWh) trailer generator and approximately five transfer switches, ensuring JLPUD is capable of providing the power when needed, where needed, and ensuring it can maintain providing water and sewer services in the event of a power outage. The current generators are aged and failing. The project will provide up to 6 acre-feet per year of water supply reliability in the event of a blackout or unanticipated emergency causing an electrical power shutdown.**Budget Category (a): Project Administration**Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Deliverables: N/A**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/ATask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

JLPUD, in cooperation with the commercial licensed electrician, will ensure any necessary permits are obtained prior to and as work is completed.

Deliverables:

- Permits as required

Task 7: Design

The Project will not require a detailed design work process as the transfer switches will be integrated into existing equipment. However, a small amount of time is allocated for on-site locating of the new equipment/layout work.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Equipment transportation to and from sites.

11(b): Site preparation will include There will be minimal site preparations needed as the electrical transfer switch(es) will be put in place into existing location/structure. No special or heavy equipment is expected to be used.

11(c): Install, construct, excavate: Installation of transfer switch equipment (5). Multiple transfer switches will be installed at plant locations as needed. This will include the panels and all wiring as needed using proper gauge. There will be no excavation activity.

11(d): Improve: All high voltage signage will be updated when and where needed for safety. Transfer switch access points will be made noticeable and marked for safety. Operation safety instructions will be attached nearby and in view of transfer switches.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 2 INYO-MONO IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Required Cost Share %
	Grant Administration	\$251,114	\$0	\$0	\$251,114	N/A
1	Project 1: Oak Creek Watershed Restoration Project	\$120,000	\$0	\$40,000	\$160,000	0%
2	Project 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study	\$229,000	\$0	\$22,000	\$251,000	0%
3	Project 3: Mono City Well	\$574,861	\$0	\$217,814	\$792,675	0%
4	Project 4: Big Pine Wastewater Treatment Plant Aerator Efficiency	\$409,610	\$0	\$17,500	\$427,110	0%
5	Project 5: Aspendell Well & Control Building	\$131,676	\$229,827	\$0	\$361,503	50%
6	Project 6: Sunny Slopes Emergency Generator	\$214,000	\$0	\$46,216	\$260,216	0%
7	Project 7: Aspendell Backup Generator	\$72,500	\$81,000	\$0	\$153,500	50%
8	Project 8: Laws, Independence, and Lone Pine Meter Replacement	\$558,000	\$0	\$33,650	\$591,650	0%
9	Project 9: June Lake Electric Transfer Stations	\$201,500	\$0	\$30,441	\$231,941	0%
	GRAND TOTAL	\$2,762,261	\$310,827	\$407,621	\$3,480,709	

Grant Administration

Implementing Agency: Eastern California Water Association

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	\$251,114	\$0	\$0	\$251,114
	TOTAL COSTS	\$251,114	\$0	\$0	\$251,114

PROJECT 1: Oak Creek Watershed Restoration Project

Implementing Agency: Trout Unlimited

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$9,000	\$9,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$3,000	\$3,000
(d)	Construction / Implementation	\$120,000	\$0	\$28,000	\$148,000
	TOTAL COSTS	\$120,000	\$0	\$40,000	\$160,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from Trout Unlimited.

PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study

Implementing Agency: Mono County

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$17,000	\$17,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,000	\$1,000
(d)	Construction / Implementation	\$229,000	\$0	\$4,000	\$233,000
	TOTAL COSTS	\$229,000	\$0	\$22,000	\$251,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share will come from Mono County's General Fund.

PROJECT 3: Mono City Well

Implementing Agency: Lundy Mutual Water Company

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$7,000	\$7,000
(b)	Land Purchase / Easement	\$0	\$0	\$2,050	\$2,050
(c)	Planning / Design / Engineering / Environmental Documentation	\$14,025	\$0	\$31,000	\$45,025
(d)	Construction / Implementation	\$560,836	\$0	\$177,764	\$738,600
	TOTAL COSTS	\$574,861	\$0	\$217,814	\$792,675

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from Lundy Mutual Water Company.

PROJECT 4: Big Pine Wastewater Treatment Plant Aerator Efficiency

Implementing Agency: Big Pine Community Services District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$17,500	\$17,500
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$23,000	\$0	\$0	\$23,000
(d)	Construction / Implementation	\$386,610	\$0	\$0	\$386,610
	TOTAL COSTS	\$409,610	\$0	\$17,500	\$427,110

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from Big Pine Community Services District

PROJECT 5: Aspendell Well & Control Building

Implementing Agency: Aspendell Mutual Water Company

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$0	\$15,000	\$0	\$15,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$1,000	\$11,953	\$0	\$12,953
(d)	Construction / Implementation	\$130,676	\$202,874	\$0	\$333,550
	TOTAL COSTS	\$131,676	\$229,827	\$0	\$361,503

NOTES:

* Required cost share is from Aspendell Mutual Water Company funds

PROJECT 6: Sunny Slopes Emergency Generator

Implementing Agency: Birchim Community Services District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$12,000	\$12,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$2,000	\$0	\$34,216	\$36,216
(d)	Construction / Implementation	\$212,000	\$0	\$0	\$212,000
	TOTAL COSTS	\$214,000	\$0	\$46,216	\$260,216

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from Birchim Community Service District funds.

PROJECT 7: Aspendell Backup Generator

Implementing Agency: Aspendell Mutual Water Company

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$0	\$8,500	\$0	\$8,500
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$6,375	\$6,375	\$0	\$12,750
(d)	Construction / Implementation	\$66,125	\$66,125	\$0	\$132,250
	TOTAL COSTS	\$72,500	\$81,000	\$0	\$153,500

NOTES:

* Required cost share is from Aspendell Mutual Water Company funds.

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement

Implementing Agency: Inyo County

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$23,835	\$23,835
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$5,315	\$5,315
(d)	Construction / Implementation	\$558,000	\$0	\$4,500	\$562,500
	TOTAL COSTS	\$558,000	\$0	\$33,650	\$591,650

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from Inyo County Water System.

PROJECT 9: June Lake Electric Transfer Stations

Implementing Agency: June Lake Public Utilities District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source**	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$10,600	\$10,600
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$4,959	\$0	\$1,441	\$6,400
(d)	Construction / Implementation	\$196,541	\$0	\$18,400	\$214,941
	TOTAL COSTS	\$201,500	\$0	\$30,441	\$231,941

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share is from June Lake Public Utilities District.

EXHIBIT C
SCHEDULE**PROPOSITION 1 ROUND 2 INYO-MONO IRWM IMPLEMENTATION GRANT****PROJECT 1: Grant Administration**

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/22/2022	04/01/2027

PROJECT 1: Oak Creek Watershed Restoration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/22/2022	01/1/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	04/01/2015	05/31/2023
d	Construction / Implementation	06/01/2023	10/01/2025

PROJECT 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/22/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/22/2022	05/31/2023
d	Construction / Implementation	06/01/2023	06/30/2025

PROJECT 3: Mono City Well

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	03/1/2026
b	Land Purchase / Easement	04/01/2022	07/01/2023
c	Planning / Design / Engineering / Environmental Documentation	01/01/2019	10/31/2023
d	Construction / Implementation	06/01/2023	12/01/2025

Overlap does occur between budget categories c and d.

PROJECT 4: Big Pine Wastewater Treatment Plant Aerator Efficiency

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	07/01/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/15/2022	05/31/2023
d	Construction / Implementation	06/01/2023	04/01/2025

PROJECT 5: Aspendell Well & Control Building

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	09/01/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/01/2019	05/31/2023
d	Construction / Implementation	06/01/2023	06/01/2026

PROJECT 6: Sunny Slopes Emergency Generator

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	02/01/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/05/2020	03/01/2023
d	Construction / Implementation	06/01/2023	11/01/2025

PROJECT 7: Aspendell Backup Generator

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	09/01/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/15/2022	05/31/2023
d	Construction / Implementation	06/01/2023	06/01/2026

PROJECT 8: Laws, Independence, and Lone Pine Meter Replacement

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/2022	01/01/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2020	05/31/2023
d	Construction / Implementation	06/01/2023	10/01/2026

PROJECT 9: June Lake Electric Transfer Station

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/23/22	09/01/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/22/2022	05/31/2023
d	Construction / Implementation	06/01/2023	06/01/2026

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under

this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

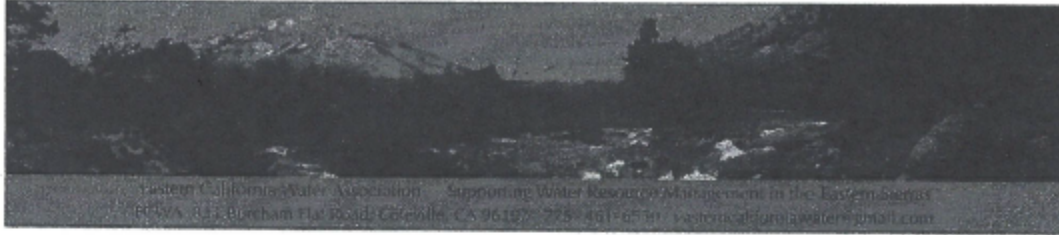
- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION



RESOLUTION NO. 2022-01

WHEREAS, the Eastern California Water Association ("ECWA") is a 501(c)3 with a purpose to support the goals and objectives of the Inyo-Mono Regional Water Management Group, and;

WHEREAS, the Inyo-Mono Regional Water Management Group scored, ranked and approved a slate of projects within the Lahontan Funding Area to be included in a proposal to the California Department of Water Resources and has authorized ECWA to submit the proposal and act as grant administrator, and;

THEREFORE BE IT RESOLVED that ECWA shall submit a proposal to the California Department of Water Resources for obtaining a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), and to enter into an agreement to receive a grant for the Inyo-Mono Regional Water Management Group.

BE IT FURTHER RESOLVED that the Chair of ECWA, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement or any amendments thereto with California Department of Water Resources.

Passed and adopted at a meeting of the ECWA board on July 29, 2022.

Printed Name: Leroy Corlett, ECWA Chair

Signature: Leroy Corlett Date: 8/4/2022

Printed Name: Malcolm Clark, ECWA Secretary

Signature: Malcolm Clark Date: 7/29/2022

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Oak Creek watershed Restoration Project

Sponsor Agency: Trout Unlimited

Agency Address: 15695 Donner Pass Rd Suite 100 Truckee CA 96161

Project Location: Fort Independence, California (36°50'30.35"N 118°16'07.67"W)



Sponsored Project: Project 2: Tri-Valley and Fish Slough Management Area Groundwater Model Development and Isotope Study

Sponsor Agency: Mono County

Agency Address: PO Box 347, Mammoth Lakes, Ca 93546

Project Location: Benton, California (37°33'42"N 118°24'49"W)



Sponsored Project: Project 3: Mono City Well

Sponsor Agency: Lundy Mutual Water Co

Agency Address: P.O. BOX 323, Lee Vining Ca 93541

Project Location: Mono City, California (38°02'26"N 119°08'40"W)



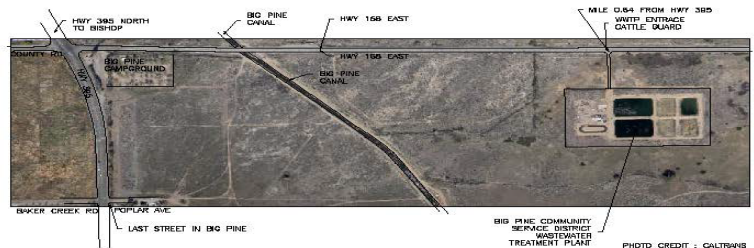
Sponsored Project: Project 4: Big Pine Wastewater Treatment Plant Aerator Efficiency

Sponsor Agency: Big Pine CSD

Agency Address: 180 N Main St, Big Pine, CA 93513

Project Location: Big Pine, California (37°09'57"N, 118°17'20"W)

BIG PINE COMMUNITY SERVICE DISTRICT
PLANS FOR
AERATOR EQUIPMENT REPLACEMENT
at the Big Pine Waste Water Treatment Plant
Big Pine, Inyo County, California

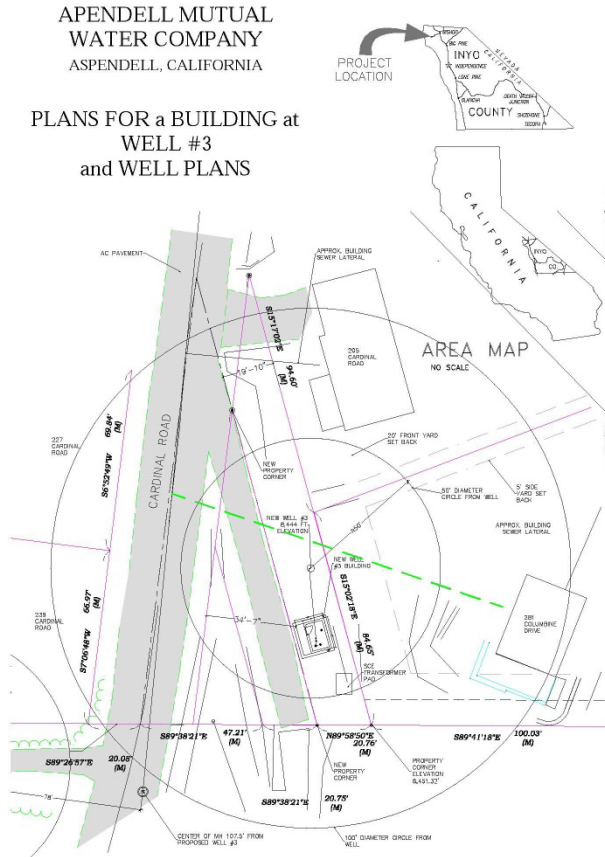


Sponsored Project: Project 5: Aspendell Well and Control Building

Sponsor Agency: Aspendell Mutual Water Company

Agency Address: 117 Columbine Dr, Bishop, CA 93514

Project Location: Aspendell, California (37°14'03"N 118°35'16"W)



Sponsored Project: Project 6: Sunny Slopes Emergency Generator

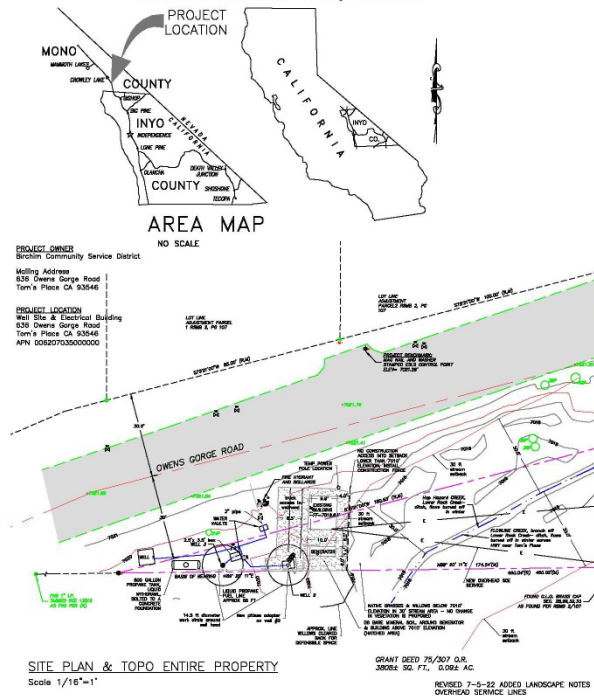
Sponsor Agency: Birchim Community Service District

Agency Address: 636 Owens Gorge Road, Mammoth Lakes CA 93546

Project Location: Sunny Slopes, California (37°34°55'N 118°40°10'W)

BIRCHIM COMMUNITY SERVICE DISTRICT
PLANS FOR A
BACKUP POWER GENERATOR SET

Tom's Place CA, Mono County, California

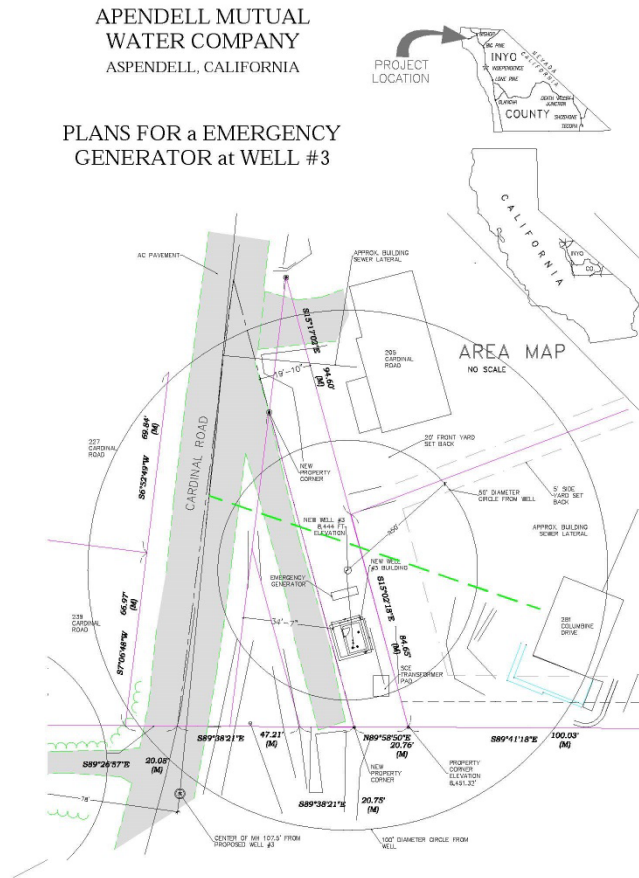


Sponsored Project: Project 7: Aspendell Backup Generator

Sponsor Agency: Aspendell Mutual Water Company

Agency Address: 117 Columbine Dr, Bishop, CA 93514

Project Location: Aspendell, California (37°14'03"N 118°35'16"W)



Sponsored Project: Project 8: Laws, Independence, and Lone Pine Meter Replacement

Sponsor Agency: Inyo County

Agency Address: 135 S Jackson St, Independence, CA 93526

Project Location: Laws, Independence, and Lone Pine California (36°49°13'N 118°11°57'W)



Sponsored Project: Project 9: June Lake Electric Transfer Stations

Sponsor Agency: June Lake PUD

Agency Address: 2380 CA 158, June Lake, CA 93529

Project Location: June Lake, California (37°47'03"N 119°04'17"W)

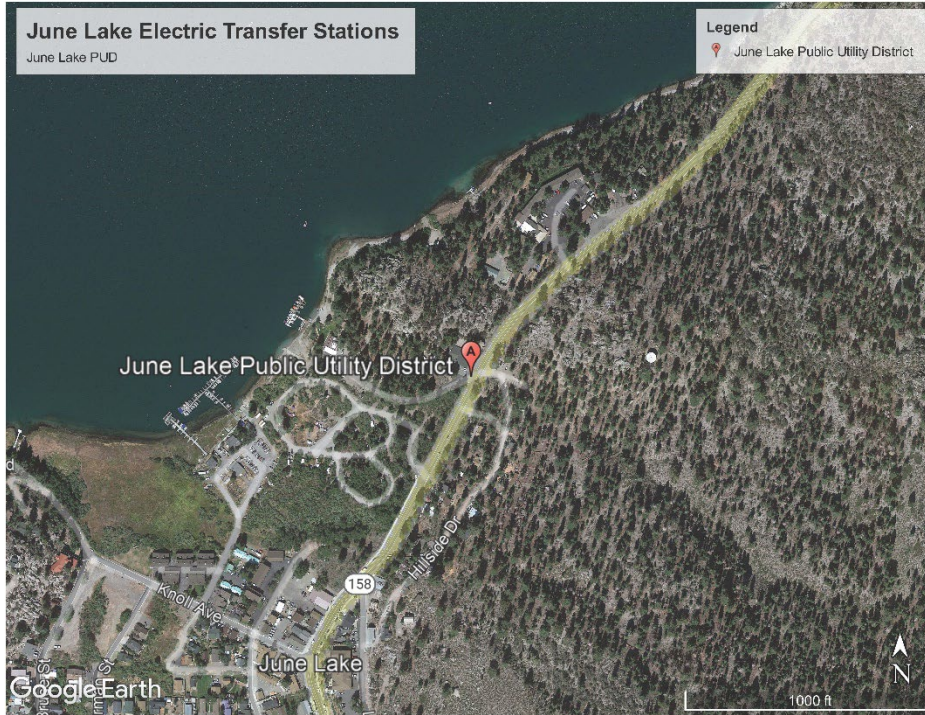


EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
- a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.



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

July 18, 2023

Reference ID:
2023-3807

Draft Eastern Sierra Comprehensive Economic Development Strategy (CEDS)

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Receive presentation from County staff on the Draft Eastern Sierra Comprehensive Economic Development Strategy (CEDS) prepared by TPMA, Inc. and provide feedback.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Golden State Finance Authority (GSFA) has 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 draft CEDS which outlines a strategic roadmap to promote sustainable economic growth and prosperity in the region. This document reflects the collaborative efforts of various stakeholders, including local businesses, community organizations, and government agencies, with the aim of enhancing the economic well-being of our communities. The Eastern Sierra Council of Governments (ESCOG) will be the entity that submits the CEDS to the US Economic Development Administration for formal approval.

The CEDS draft is to be reviewed by each of the elected bodies in the region, who have the opportunity to provide feedback on content like the vision, goals, action plans, metrics for success, and more. The TPMA team will continue to review and refine the document for consistent voice, grammar, and flow.

After all elected bodies have had the opportunity to review the draft CEDS, the document will enter a 30-day public comment period, during which individuals and organizations in the Eastern Sierra region will have the opportunity to provide feedback and ask questions. Public comment is anticipated to run from July 31 – August 30, 2023. Following this period, each elected body will see the finalized CEDS return to the agenda after the public comment period closes to approve a resolution to support submission by the ESCOG to the US Economic Development Administration (EDA). The finalized CEDS will be adopted by the ESCOG and its member governing bodies through a resolution, and then the ESCOG will submit the final CEDS to the EDA.

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 provide feedback to the consultant on the draft CEDS. This is not advised, as this document will guide the region's economic development efforts for the next several years, and Inyo County should weigh in heavily on this regional strategy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

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

ATTACHMENTS:

- Draft Eastern Sierra CEDS

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/30/2023
Darcy Ellis	Approved - 7/1/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/12/2023
Nate Greenberg	Approved - 7/12/2023
Meaghan McCamman	Final Approval - 7/13/2023

2023-2028 EASTERN SIERRA REGION COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

June 29, 2023

SUBMITTED TO:

**GOLDEN STATE
FINANCE AUTHORITY**

SUBMITTED BY:  **TPMA**

DRAFT

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EXECUTIVE SUMMARY

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.

SWOT Analysis

SWOT Analysis	
Strengths	Weaknesses
<ul style="list-style-type: none">• Connection to Community• Tourism & Recreation Industry• Community Resilience• Natural Assets	<ul style="list-style-type: none">• Housing• Land Ownership• Talent Attraction & Retention• Remoteness
Opportunities	Threats
<ul style="list-style-type: none">• Housing & Infrastructure• Education & Entrepreneurship• Industry Diversification• Transportation	<ul style="list-style-type: none">• Climate Change & Natural Disaster• Infrastructure• Government Relations• Cost of Living

Strategic Action Plan

VISION STATEMENT

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative

¹ Description provided by ESCOG on their website: <https://escog.ca.gov/mission-overview>

efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

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

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.
2. **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.
3. **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 economic resiliency.
4. **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.
5. **Government Affairs & Advocacy**
Regional collaboration and advocacy with state and federal entities is an important piece of strategy implementation and essential in order to pursue promising federal funding opportunities.
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 perceived housing cost inflation and lack of opportunities for development.

Strategic Action Plan

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 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.
- 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.

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.
- Create an environment for businesses to convene by industry to 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.
- Support investment of businesses in existing and new real estate solutions that complement industry and residential needs.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.

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 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 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 procuring and administering 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 housing stock within restrictions 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 needed 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

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 agencies².

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 2023-2028, encouraging new, collaborative efforts at the regional and local levels.

² Description provided by ESCOG on their website: <https://escog.ca.gov/mission-overview>

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.

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 2023-2028 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 Inyo, Mono, and Alpine Counties. The region is home to 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 number of national forests, wilderness areas, and state 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 presence from indigenous communities. The Bishop Paiute Tribe, the Lone Pine Paiute-Shoshone Reservation, and the Big Pine Paiute Tribe of the Owens Valley are present in Inyo County, and the Bridgeport Indian Colony, the Lee Vining Paiute-Shoshone Indian Reservation, the Fort Independence Indian Reservation, and the Walker River Paiute Tribe are in Mono County. The tribes' enrollment numbers range from 400 to approximately 2,000 members in each tribe, and many of the tribes operate businesses to generate revenue, ranging from gas stations and small retail stores to a casino/resort. The tribes also have significant land holdings ranging up to 377,000 acres, but not every tribe has land that is designated as a reservation.

Tribal Communities in the Eastern Sierra Region
Fort Independence tribe of Paiute Indians
Big Pine Paiute Tribe of the Owens Valley
Bridgeport Indian Colony
Bishop Paiute Tribe
Timbi-Sha Shoshone Tribe
Utu Utu Gwaitu Tribe of the Benton Reservation
Bridgeport Indian Colony

Regional Tourism Assets

There is significant pride across the region for the unique, accessible natural assets that attract visitors from near and far. Around half of the visitors that come to the region come from other areas of California. 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 plentiful. Death Valley National Park is located in the eastern 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 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 spans 2,650 miles from Mexico to Canada and passes through Alpine County, a unique experience for backpackers and equestrians.

Other natural assets precious and unique to the region include:

- Alabama Hills Recreation Area
- Ancient Bristlecone Pine Forest
- Ansel Adams Wilderness
- Bodie State Historic Park
- Death Valley National Park
- Devils Postpile National Monument
- Hoover Wilderness
- Humboldt-Toiyabe National Forest
- Inyo National Forest
- 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)
- Toiyabe 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, California³. 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.

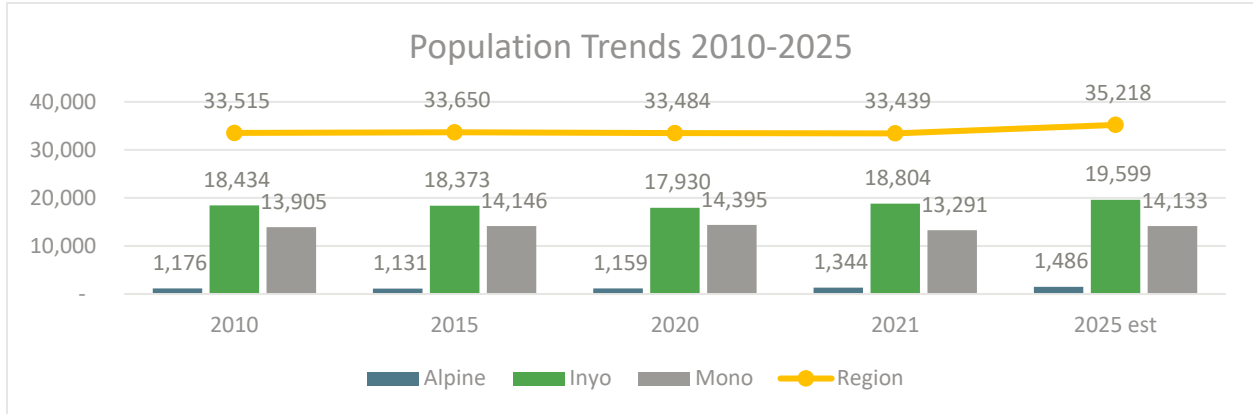


Figure 1: Eastern Sierra Region Population Trends. 2010-2025(proj.). Sources: ACS/Lightcast Q1.2023.

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.

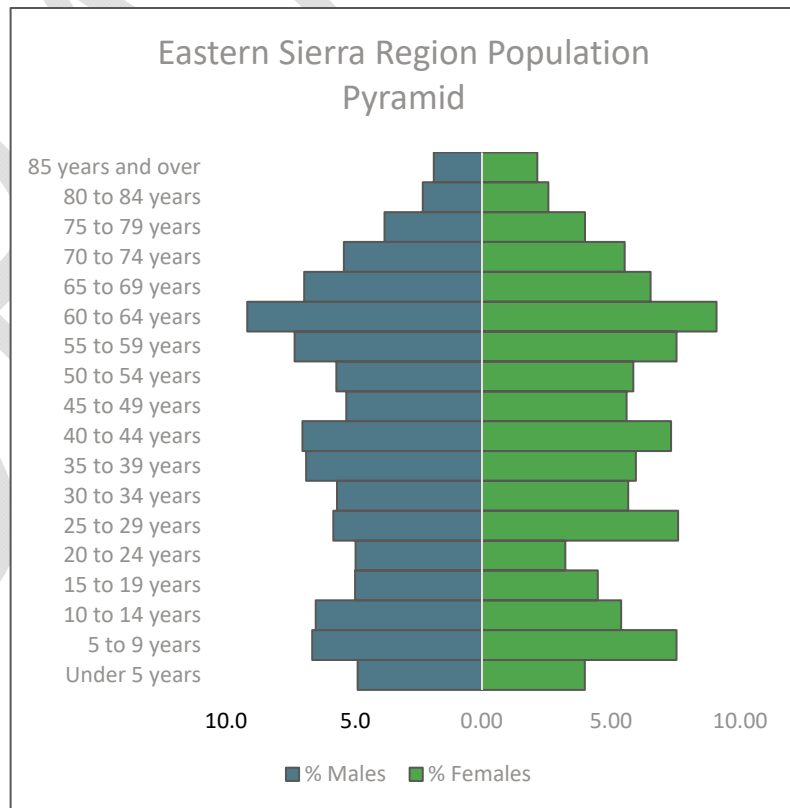


Figure 2: Eastern Sierra Population Pyramid. Source: 2021 ACS 5-Year Estimates.

³ 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.

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.

Race

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.

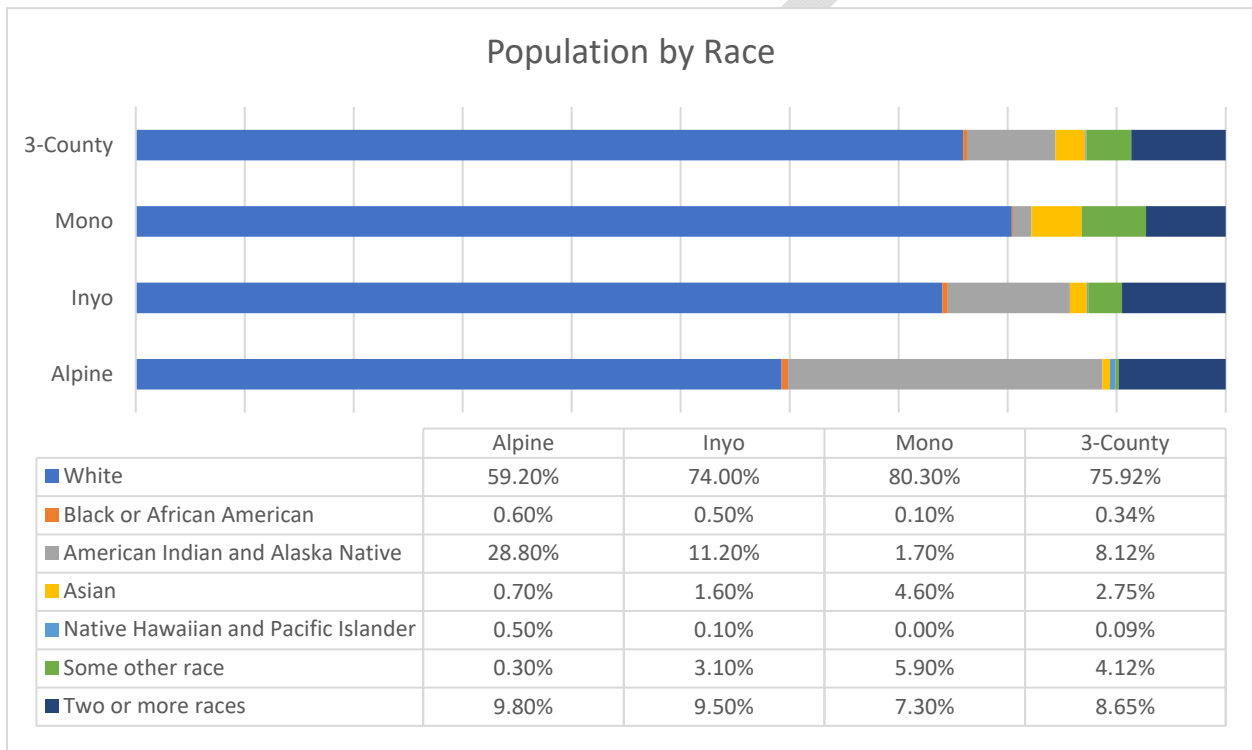


Figure 3: Eastern Sierra Population by Race. Source: ACS 2021 5-Year Estimates.

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.

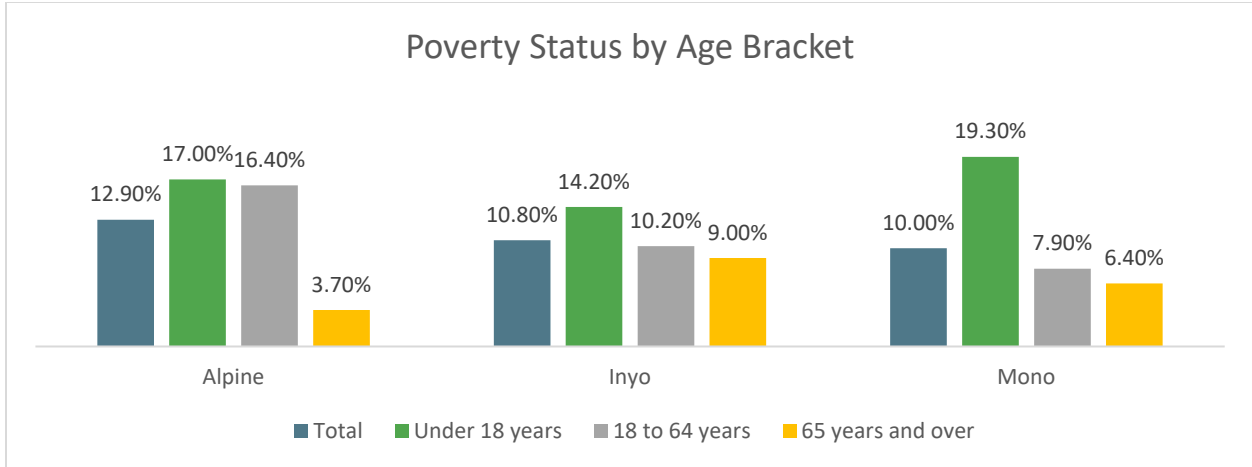


Figure 4: Poverty Status by Age Bracket. Source: ACS 2021 5-Year Estimates.

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. 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.

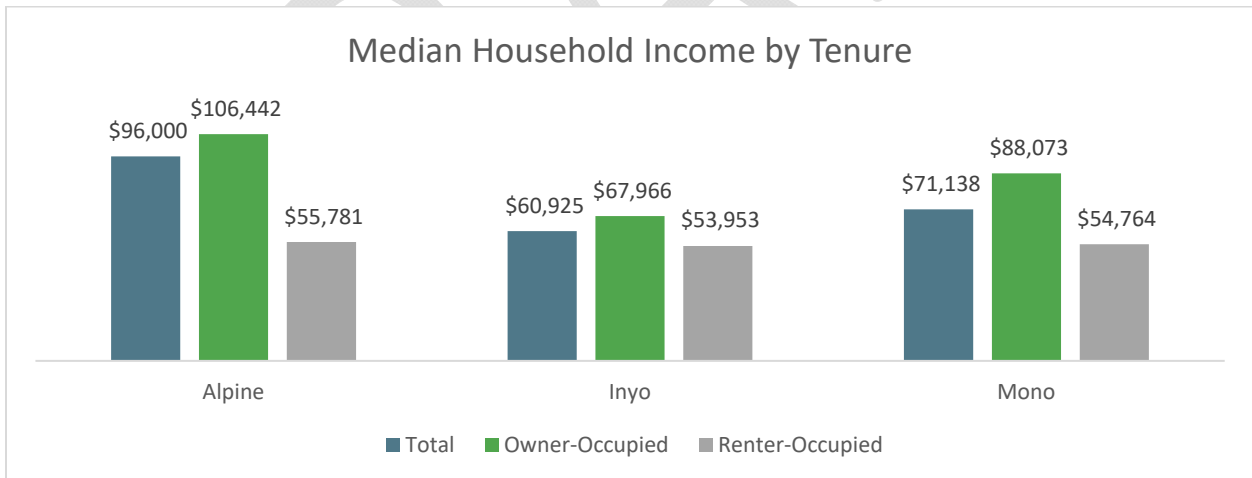


Figure 5: Median Household Income by Tenure. Source: ACS 2021 5-Year Estimates.

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.

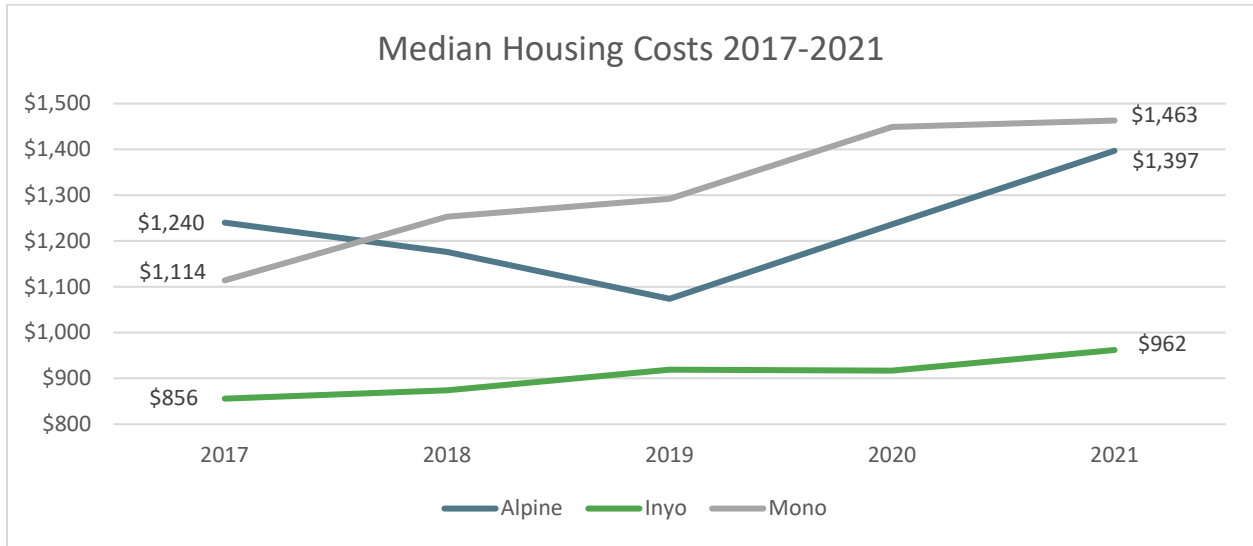


Figure 6: Median Housing Costs 2017-2021. Source: ACS 2021 5-Year Estimates.

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 are somewhat low relative to many communities around the country. It is not uncommon to see higher percentages of renter-occupied households experiencing cost burden. That being said, roughly 30% of these households are still experiencing difficulty in making ends meet due to housing costs.

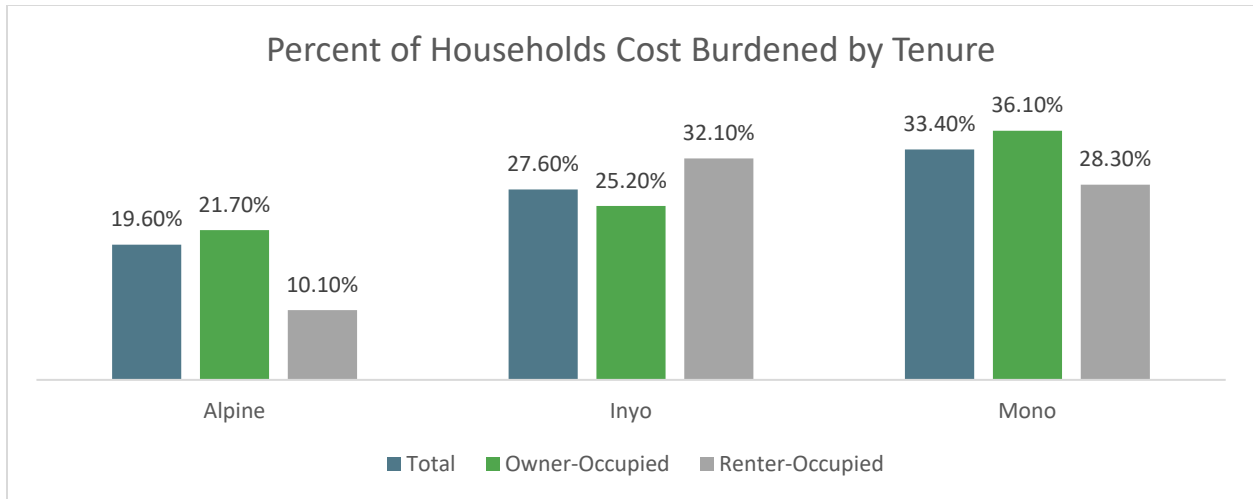


Figure 7: Percent of Households Cost Burdened by Tenure. Source: ACS 2021 5-Year Estimates.

Cost of Living

Table 1 below contains cost of living estimates in Alpine, Inyo, and Mono counties as determined by the MIT Cost of Living Calculator⁴. 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				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
Alpine												
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
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												

⁴ <https://livingwage.mit.edu/states/06/locations>

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 1: Eastern Sierra Cost of Living. Source: MIT Cost of Living Calculator.

Community Health

Table 2 displays the 2023 County Health Rankings for the State of California⁵. 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) are provided for each of the Eastern Sierra counties based on its score for each ranked measure.

	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 2: 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 reflects national trends that show lower labor force participation in areas with Native American communities, especially those living on reservation lands.⁶ Some researchers argue that the LFPR metric is inadequate for measuring the number of individuals who are actively looking for work in remote areas that do not offer many job opportunities. For regions like the Eastern Sierra region, Labor Force Participation may not be a useful assessment of the regional labor force.

⁵ <https://www.countyhealthrankings.org/explore-health-rankings/california?year=2023&measure=Air+Pollution+-+Particulate+Matter>

⁶ A 2019 report from the U.S. Bureau of Labor Statistics (BLS) detailed these trends, showing that “American Indians and Alaska Natives (ALAN) 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 ALANs who lived in an ALAN 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 ALANs who lived elsewhere.”

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 3: Labor Force Participation Rates. Source: Lightcast, 2023.Q1.

Unemployment

As Figure 8 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.

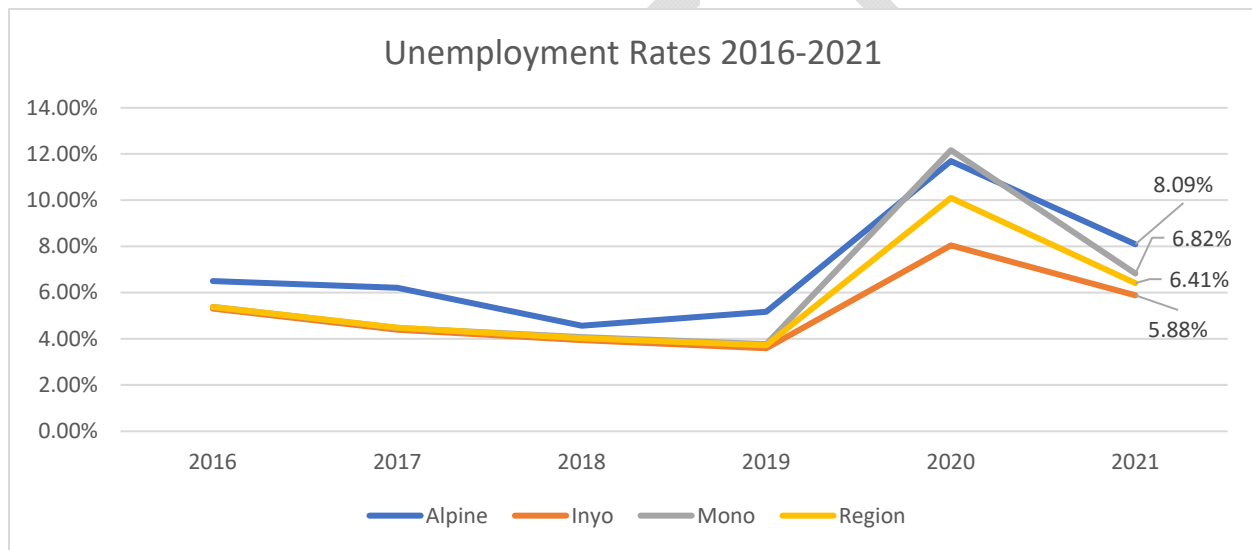


Figure 8: Unemployment Rates 2016-2021. Source: ACS 2021 5-Year Estimates.

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 4: 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.

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%	80.7%	80.2%	8.0%	21.7%	13.4%
United States	4.7%	6.2%	26.3%	19.8%	8.8%	20.8%	13.3%

Table 5: Educational Attainment. Source: Lightcast Q1.2023.

Infrastructure Assets

Highways and Interstates

A number of 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 Northwest corners, CA-88 North crosses the 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 for a small fee. Other providers operating in the county include Amtrack and Greyhound, which operate routes throughout the US with access to local stops outside of the county but accessible 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. 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, the region is served by neighboring Fresno Yosemite 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, and Mammoth Yosemite Regional Airport near Mammoth Lakes. Other general aviation airports include Independence, Lone Pine, Furnace Creek, Trona, Lee Vining, and Bryant.

Broadband

Broadband availability 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.

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 interested in engaging providers to discuss potential buildout from existing infrastructure.

It was announced in June 2023 that the State of California will receive approximately \$1.9 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.

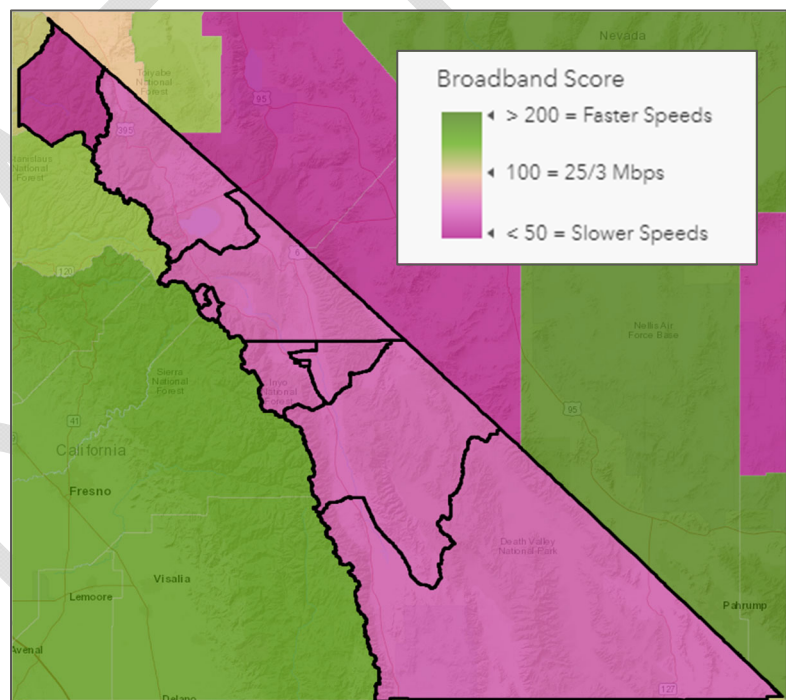


Figure 9: Broadband Speed Scores. Source: FCC Form 477 Summary Report.

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.

Energy Supply

Alpine County

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, 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 stand to be especially affected by power outages, as most do not have backup generators.

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. 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 bring 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 have access to. 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.

The 2022 wildland fire season ran 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.

Climate Change & Hazard Mitigation

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

Existing hazard mitigation plans were developed prior to 2020 and chose to not 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.

Alpine County

Alpine County's hazard mitigation plan profiles 10 hazards:

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

Table 6: 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 7: Mono County Hazard Classification. Source: Mono County 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
Avalanche	Medium
Dam or Aqueduct Failure	Medium
Disease/Pest Management	Medium
Drought	High
Seismic Hazards	High
Severe Weather	High
Flood	High
Geological Hazards	Medium
Hazardous Materials	Medium
Wildfire	High

Table 8: 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, National Forests, 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 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.

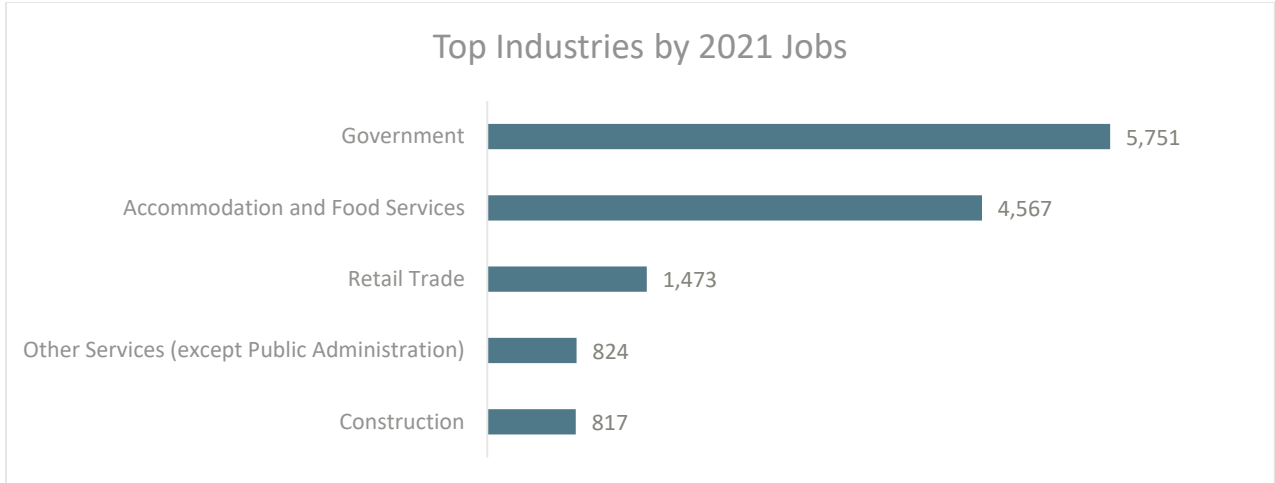


Figure 10: Top Regional Industries by Job Count. Source: Lightcast Q1.2023.

Top Growing Industries

By number of jobs, the accommodation and food service 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 service 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).

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

Top Employers

An analysis by Lightcast using data from job postings in the region identified Mammoth Resorts as the region’s top employer. Mammoth Resorts operates several year-round enterprises, including a variety of options for accommodation, dining, and recreation. Other key employers include regional hospitals and government positions, including the Forest Service.

The region’s top employers reinforce the geography’s status as a tourism & recreation-focused region with significant environmental conservation priorities and natural assets to care for. With top regional employers in tourism and hospitality, wages consistent with cost of living

and availability of workforce housing may be a concern. The presence of federal government activity is also apparent in the region’s top employers, with both domestic stewardship efforts and defense activity occupying a significant presence in the region.

Top Companies	Job Profiles
Mammoth Resorts	318
Mammoth Hospital	172
Northern Inyo Hospital	159
Forest Service	78
Mono County	76
County Of Inyo	71
Caltrans	68
Owens Valley Career Development Center	52
Toiyabe Indian Health Project	51
Marine Corps Recruiting Ofc	43

Table 10: Eastern Sierra Top Companies by Employment Count. Source: Lightcast, Q1.2023.

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-response positions.

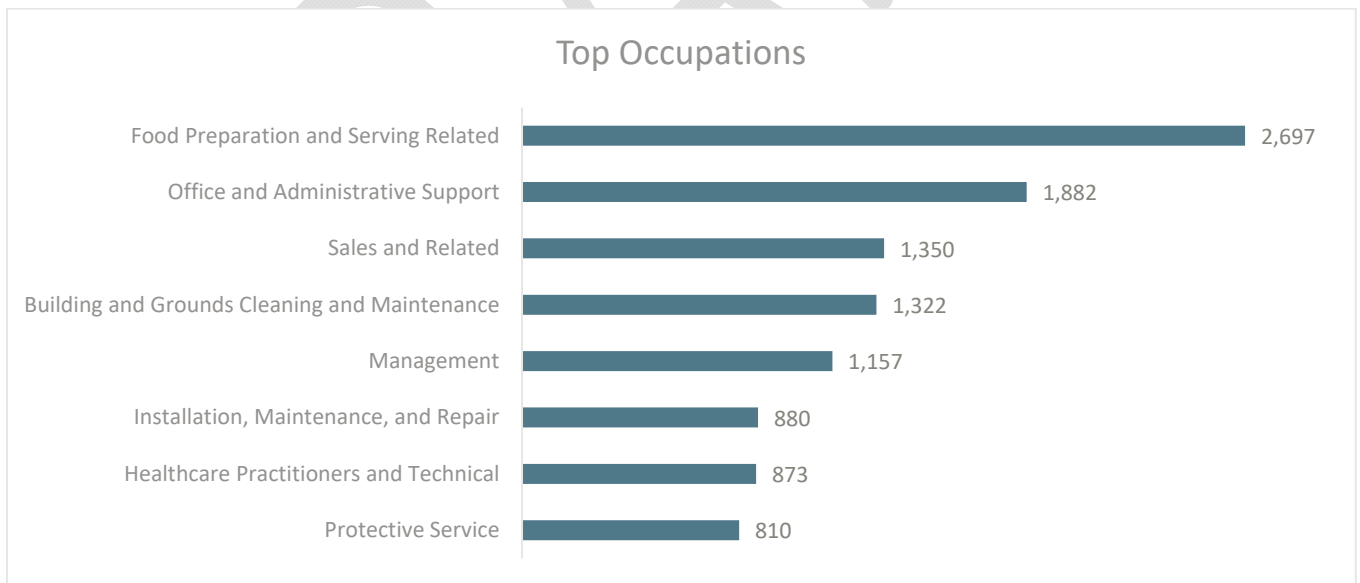


Figure 11: Eastern Sierra Top Occupations by Job Count. Source: Lightcast Q1.2023.

Wages and historic growth in the region’s top industries can help to paint a complete picture of workforce and economic conditions that the region must manage. Of the top 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.

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.

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.

Commuting Patterns

Table 14 displays commuting data from two vantagepoints: 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 percent of those who work outside of the region. As the table shows, nearly 50% of the resident workforce leaves the three-county for their jobs. Many of these workers are commuting to the larger metropolitan regions of San Francisco, Sacramento, Fresno, San Jose, and Bakersfield⁷. 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
<i>Workers Living in Eastern Sierra Region</i>	54.9%	45.1%
	Live in Eastern Sierra	Live Outside of Eastern Sierra
<i>Workers Employed in Eastern Sierra Region</i>	64.3%	35.7%

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

⁷ 2020 Commuting estimates provided by the U.S. Census Bureau’s OnTheMap website.

Figure 12 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 or drawing more workers for employment, while other counties (ex: Amador) have a residential population that tends to commute outside of the county for work.

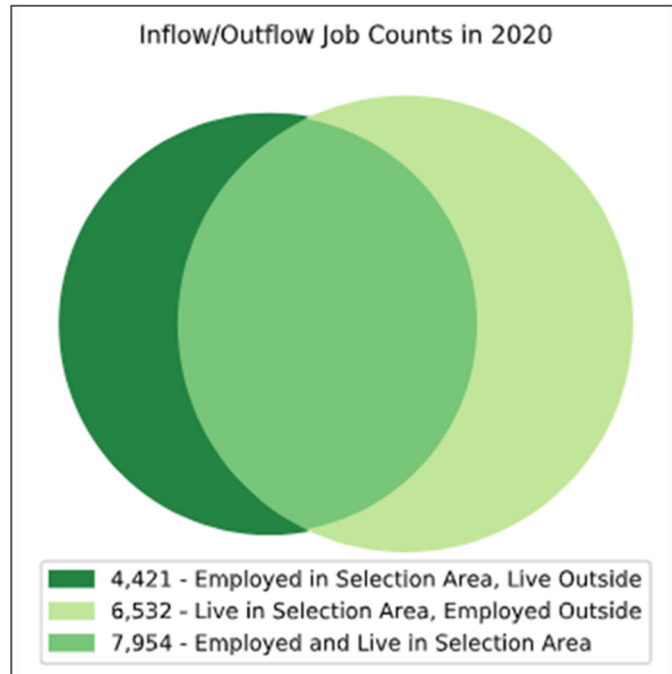


Figure 12: Eastern Sierra Commuting Patterns.
Source: U.S. Census OnTheMap

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 ways⁸:

- 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 & 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

⁸ U.S. Economic Development Administration

economic recovery, the region should establish systems to facilitate active and regular communication between the relevant sectors to collaborate on common challenges. 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 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 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.

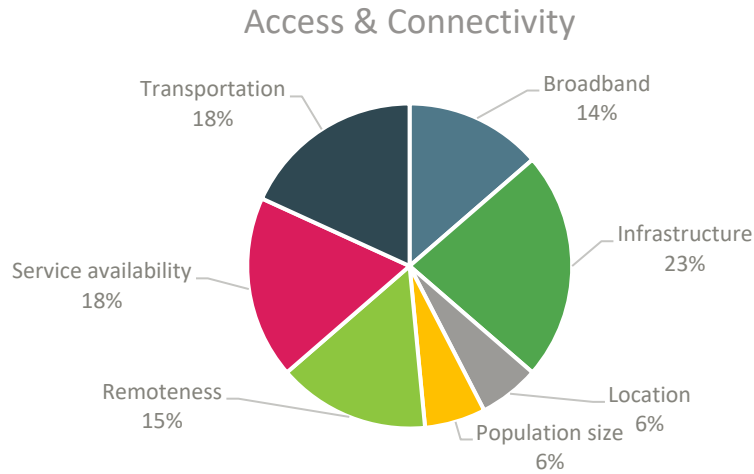
These sessions were interactive for participants, introducing the regional background data compiled in advance as well as time spent identifying regional strengths, weaknesses, opportunities, and threats. Participants were given time for individual brainstorming and reflection but spent substantial time 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.

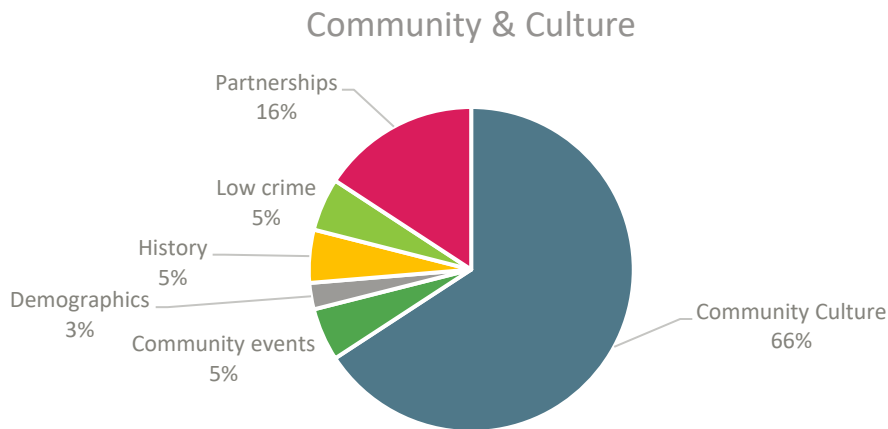
It is important to note that participation from tribal communities was extremely limited. Including tribal communities in the CEDS development process was very important to the steering committee, but this proved to be very difficult. Relationships between tribal leaders and community entities have significant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

Theme 1: Access & Connectivity



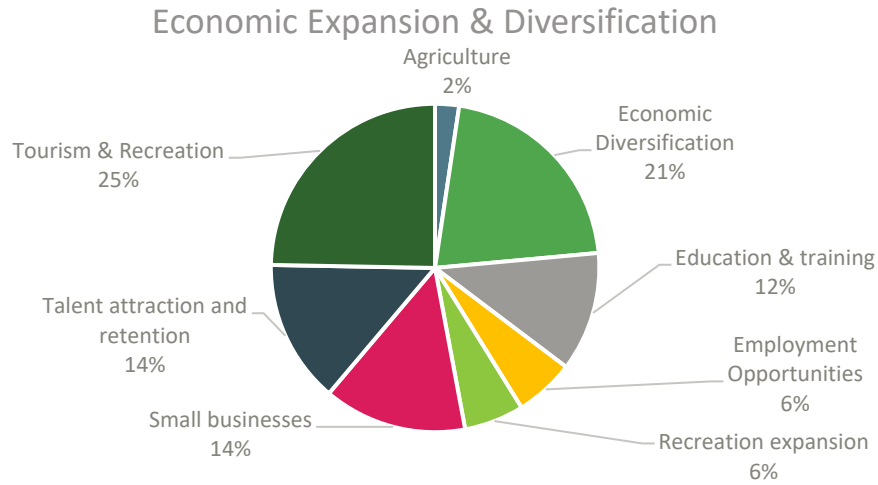
From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity include inter-regional travel and access for both essential services and leisure, as well as the region’s level of connectivity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

Theme 2: Community & Culture



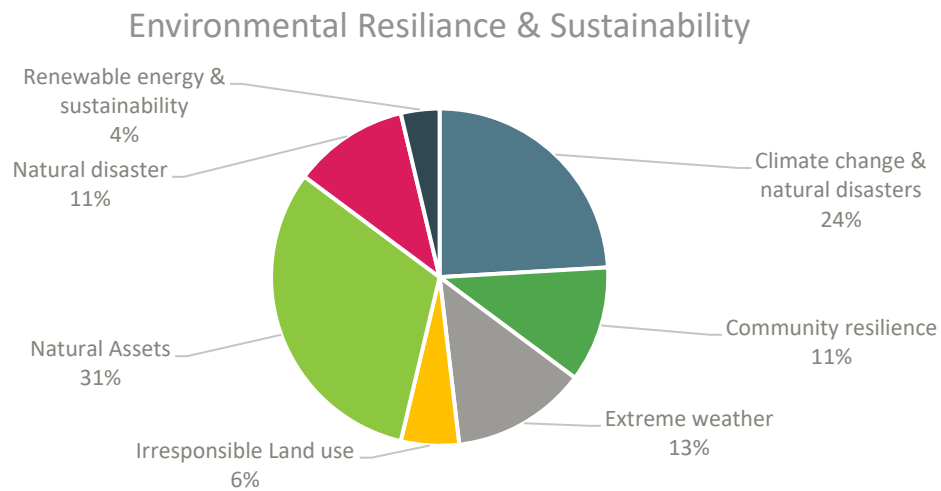
Many participants in workshops as well as survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Individuals expressed a strong desire for the small-town culture of individual 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.

Theme 3: Economic Expansion & Diversification



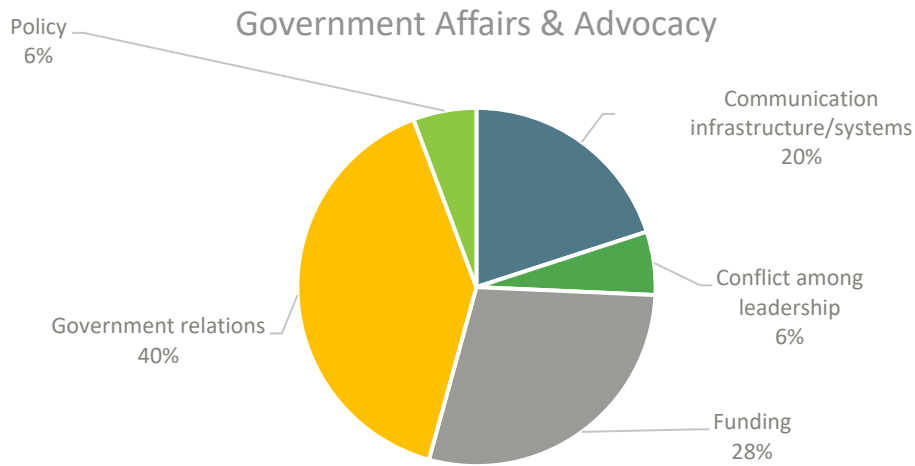
With the undisputed asset of a healthy outdoor recreation and tourist economy, regional leaders want to leverage the industry’s benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased economic resiliency. The Eastern Sierra region has the opportunity 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.

Theme 4: Environmental Resilience & Sustainability



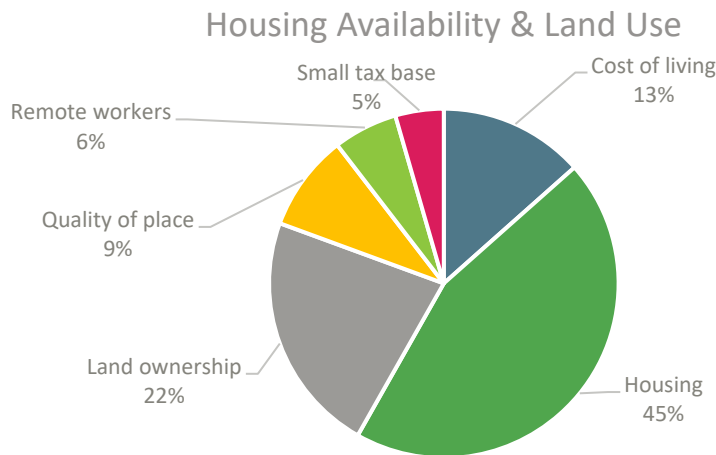
With a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” environmental resilience and sustainability was discussed across SWOT components. The Eastern Sierra’s key economic strengths are inextricably tied 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.

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.

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 perceived housing cost inflation 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.

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

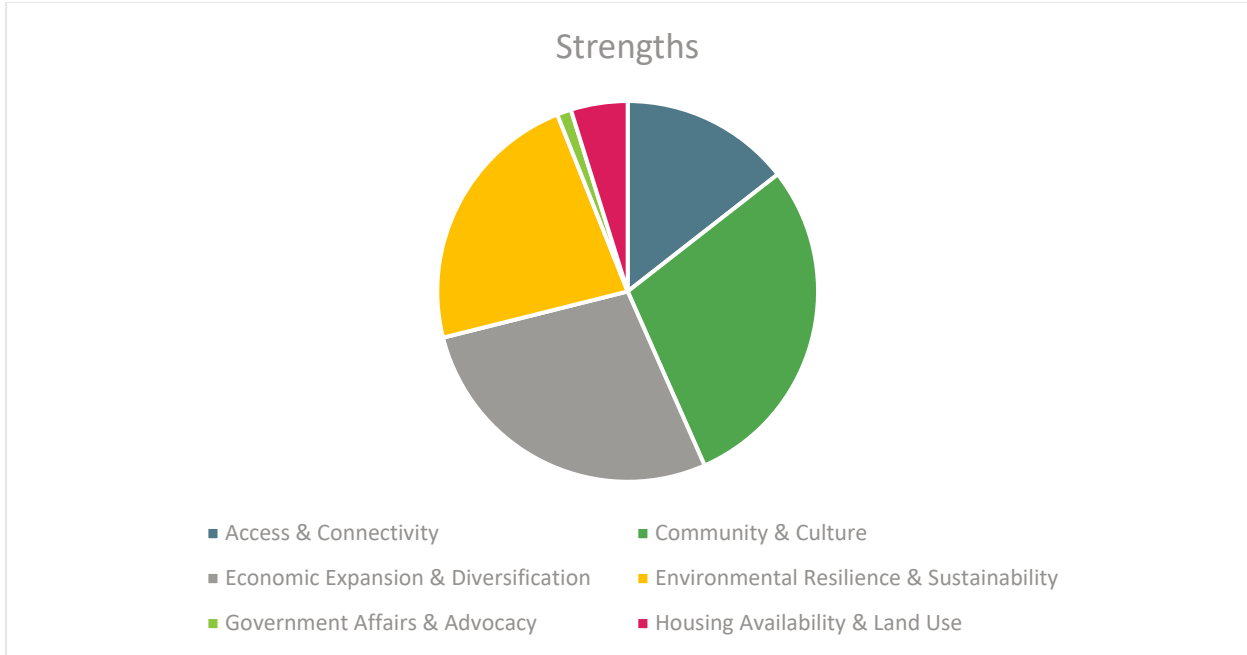
Residents and visitors of the region can enjoy an abundance of outdoor recreation activities. Diverse options for recreation appeal to a wide base of people. Tourism consistently drives traffic into the communities in each county, providing a mostly dependable source of revenue for the businesses in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



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 there is, without the ability to develop more, competition is steep and outprices 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

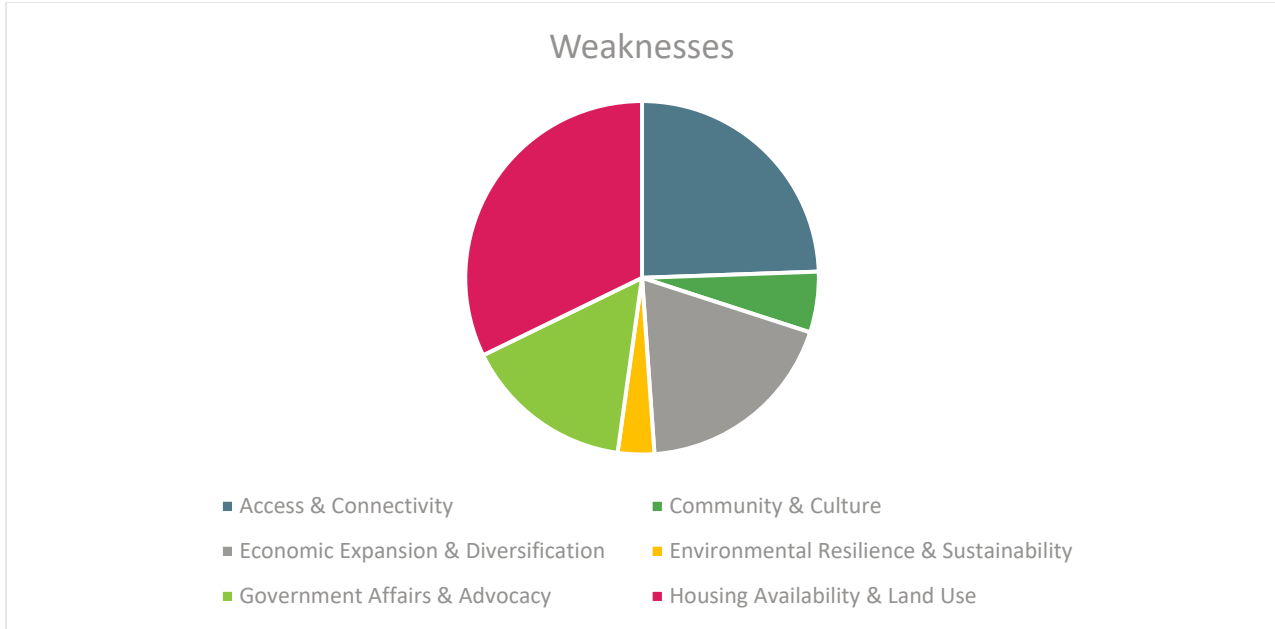
The lack of private land for development contributes to many of the communities' challenges. Over 95% of the land is publicly owned by local, state, and federal government agencies. This negatively affects economic growth as it restricts the establishment of new businesses and expansion of existing ones 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. These issues are compounded when natural or climate disasters limit accessibility within the region during periods of the year.



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 an opportunity to develop more workforce, affordable housing to meet the needs of 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.

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.



Regional Threats

Climate Change & Natural Disaster

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

Infrastructure

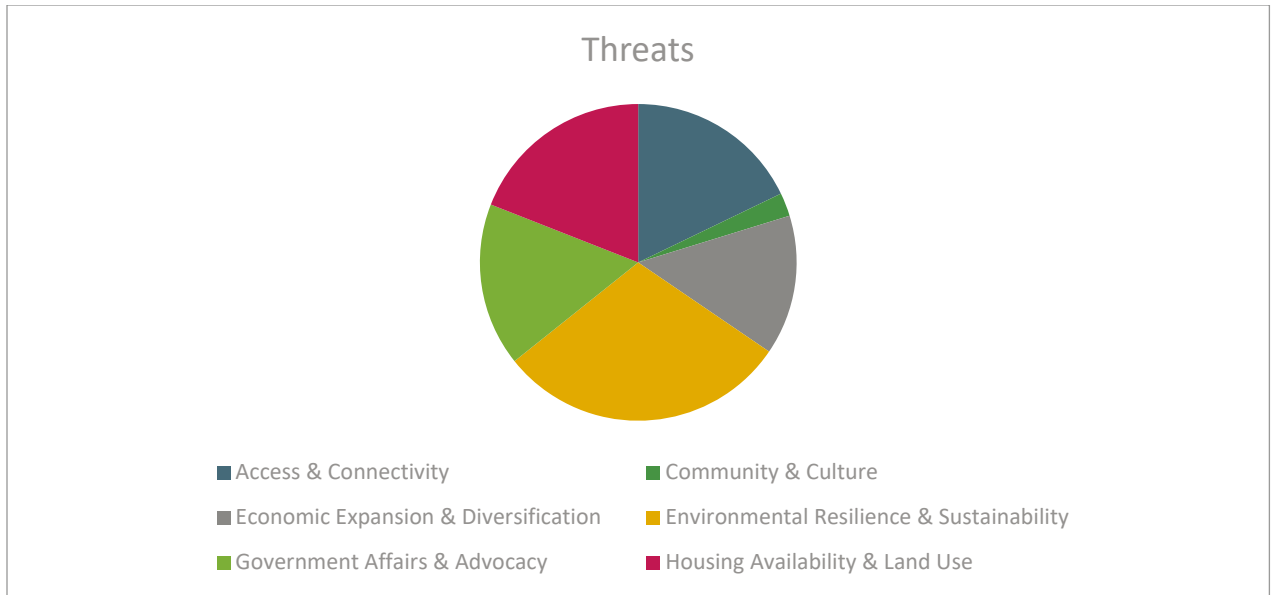
Buildings that are aging, unoccupied, or even failing make some of the region's communities appear less attractive to visitors and residents, especially in main street/downtown commercial corridors that must remain vibrant for quality of life, tourism, and business development. This is a threat to future 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 with housing supply shortages, heavy reliance on recreation and tourism industries that house low-wage employment opportunities, and more.



DRAFT

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 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:

1. Access & Connectivity
2. Community & Culture
3. Economic Expansion & Diversification
4. Environmental Resilience & Sustainability
5. Government Affairs & Advocacy
6. Housing Availability & Land Use

Access & Connectivity

Narrative

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 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

[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 programs 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, 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 • 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 for the Broadband Equity, Access, and Deployment Program 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.
Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.	<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 	Long-term (3-5 years)	<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

<p>Enhance 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
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Community & Culture

Narrative

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.

Workshop participants and 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. 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

- Improving 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

[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
Capitalize on strong community engagement to garner support for new initiatives, projects, etc.	<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
Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.	<ul style="list-style-type: none"> ✓ 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 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ 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.	<ul style="list-style-type: none"> ✓ 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 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ Completion of needs assessment ✓ Adoption of regionwide communication strategy ✓ Communications and marketing reach ✓ Funding secured for increased capacity related

	responsibilities of each participating entity ✓ Align resources for implementation which may involve securing funding for communication equipment, technology upgrades, and training for relevant staff		to communications strategy
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Economic Expansion & Diversification

Narrative

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, and health care and social services. Core features of any economic development strategy include services to support these business categories:

- Existing business 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 an initiative to promote sustainable tourism, and action plans for 12 [regions](#), including the “High Sierra region” that includes the Eastern Sierra region, will be developed. Many goals for this initiative will compliment 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.

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.
- Create an environment for businesses to convene by industry to 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.
- Support investment of businesses in existing and new 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.

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 barrier 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 BRE 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
Create an environment for businesses to convene by industry to 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, 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
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

<p>Support investment of businesses in existing and new real estate solutions that complement industry and residential needs.</p>	<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 	<p>Long-term (3-5 years)</p>	<ul style="list-style-type: none"> ✓ Establishment of programs ✓ Number of businesses or buildings receiving assistance ✓ Improved walkability scores in main street/downtown districts
<p>Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.</p>	<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 	<p>Short-term (1-2 years)</p>	<ul style="list-style-type: none"> ✓ Workforce and skills gap analysis ✓ Asset map of workforce and employment services

Environmental Resilience & Sustainability

Narrative

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 and entrepreneurial opportunities

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 winter 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 and	<ul style="list-style-type: none"> ✓ Embed sustainable tourism into other plan elements 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Sustainable tourism represented in industry-led groups, BRE outreach,

<p>entrepreneurial opportunities</p>	<p>to address workforce and entrepreneurial needs ✓Sustainable tourism champions identified and actively participating in state-level initiatives</p>		<p>entrepreneurial supports and services ✓Sustainable tourism represented in workforce analysis and mapping</p>
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Government Affairs & Advocacy (Kylie)

Narrative

The Eastern Sierra region would like to see stronger relationships and increased visibility with other leaders in neighbor 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 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.
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- 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 community 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 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.	<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 procuring and administering 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 (Aaron)

Narrative

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 to provide water to the metro region. Much of the privately-owned land is not located near existing communities and is restricted in potential uses by infrastructure costs or regulation. 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.

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.

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 housing stock within restrictions 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 (TO BE COMPLETED PRIOR TO SUBMISSION)

Resolution and Other Official Documents

CEDS Steering Committee & Participating Organizations

Verification of the 30-Day Public Comment Period

DRAFT