

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

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 prior to the meeting, or as the item is being heard, may do so either in writing or 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. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) 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).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

AMENDED

REGULAR MEETING

November 8, 2022

Start Time

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

CLOSED SESSION

- AMENDED** 2. **Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8 – A.** Property: Laws Railroad Museum & Historical Site Silver Canyon Rd., Bishop, CA 93514. Agency Negotiator: Nate Greenberg, Meaghan McCamman, John-Carl Vallejo, Shawn Lum. Negotiating Parties: Inyo County and Laws Railroad Museum & Historical Society. Under Negotiation: price and terms of payment. **B.** Properties: 124 N. Main St. and 605 S. Main St., Lone Pine, CA 93545. Agency Negotiator: Nate Greenberg, Meaghan McCamman, John-Carl Vallejo. Negotiating Parties: Inyo County and Raelene Arrington. Under Negotiation: price and terms of payment.
3. **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County

designated representatives – Administrative Officer Nate Greenberg, Assistant County 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.

4. **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
5. **Pledge of Allegiance**
 6. **Report on Closed Session as Required by Law**
 7. **Proclamation** - Request Board approve a proclamation recognizing November 11, 2022 as Veterans Day in Inyo County.
 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. **District Attorney** - Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 22 31 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2022-2023; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County, including any extensions or amendments thereto.
11. **Public Works - Road Department** - Request Board approve the closure of Sunset Road in Bishop, between the hours of 8:30 a.m. and 2:30 p.m. on November 29, 2022, for the purpose of Southern California Edison's use of a crane to place a utility pole, in the backyard at 2672 Sunset Road.

REGULAR AGENDA

12. **Agricultural Commissioner** - Request Board approve Resolution No. 2022-46, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Rescinding and Replacing Resolution 2006-28, Re-Establishing the Agriculture Resource Advisory Board under the New Name 'Agriculture Advisory Committee,'" and authorize the Chairperson to sign.
13. **Health & Human Services - Behavioral Health** - Request Board:
 - A) Amend the Fiscal Year 2022-2023 Community Mental Health Budget (045200) as follows: increase revenue in Operating Transfer In (4998) by \$143,000 and increase appropriation in Support and Care-1099 (5508) by \$143,000 (*4/5ths vote required*);
 - B) Amend the Fiscal Year 2022-2023 Local Health & Welfare-Mental Health Realignment (500463) as follows: increase appropriation in Operating Transfers Out (5801) by \$143,000 (*4/5ths vote required*); and

- C) Approve Amendment No. 1 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract by \$143,000 to an amount not to exceed \$203,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 10:30 A.M.**
- 14. **County Counsel/Planning Department** - Request Board:
 - A) Receive staff report and presentation, hold public hearing, and receive public testimony on request for County to make a formal determination of Vested Mining Rights for the Panamint Valley Limestone Quarry;
 - B) Find the recognition and confirmation of Vested Mining Rights is not a project subject to CEQA and direct staff to file a notice of exemption; and
 - C) Adopt the proposed Resolution No. 2022-47 memorializing a determination of Vested Mining Rights, requiring the submission of an updated reclamation plan and financial assurances prior to any mining activity at the quarry that expands beyond the area already under the approved reclamation plan and covered by the current financial assurances, and adopting factual findings in support of the determination of Vested Mining Rights.
- 11 A.M.**
- 15. **County Administrator** - Request Board: A) conduct a public hearing to receive input on the Permanent Local Housing Allocation Plan; and B) approve Resolution No. 2022-48, titled, "Authorizing Resolution for Projects Utilizing Permanent Local Housing Allocation Funds," and authorize the Chairperson to sign.
 - 16. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of November 1, 2022.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 17. **Public Comment**
Comments may be time-limited
- 18. **Receive updates from Board members and County staff**

CORRESPONDENCE - INFORMATIONAL

- 19. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending September 30, 2022.



PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA RECOGNIZING NOVEMBER 11, 2022 AS VETERANS DAY

WHEREAS, America's veterans have fought to defend our country, its values, and its interests since the first days of our founding; they have defeated tyrants, eliminated terrorists, and secured freedom at home and abroad, and their courage and fortitude in the face of adversity serve as an example for all Americans;

WHEREAS, our veterans represent the best of America, and they deserve the best America can provide them; and

WHEREAS, to recognize and respect the contributions our service men and women have made in defense of America, and to advance the cause of peace, the Congress has provided, as outlined in 5 U.S.C. 6103(a), that November 11th of each year shall be set aside as a legal public holiday to recognize all of America's veterans – living or dead; and

WHEREAS, almost 33 million American men and women have bravely served their nation during World War I, World War II, the Korean War, the Vietnam War, and the War on Terrorism; and

WHEREAS, these Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen selflessly placed lives, well-being, and security of others before their own so that we may enjoy the privileges of peace, prosperity, and freedom – and we are forever indebted to them beyond measure; and

WHEREAS, for their love of country and dedication to duty, America's veterans have endured adversity, loneliness, fatigue, loss, and made many other incredible sacrifices; and

WHEREAS, many veterans suffered life-altering physical injuries and disabilities, while others bear the burden of emotional and psychological scars for the remainder of their lives; and

WHEREAS, our Nation's veterans fully understand liberty's high and precious cost, for they have paid it every day since the formation of our Republic; and

WHEREAS, 18.2 million living veterans served during at least one war as of 2018, and these military men and women come from all walks of life; they are parents, children, grandparents, friends, neighbors, and coworkers, and are an important part of their communities; and

WHEREAS, we owe all veterans our unending gratitude and the promise to never forget their faithful, humble, and valiant service in times of war and peace or their sacrifices, we also must do our utmost to support those military service personnel returning home to live productive civilian lives; and

WHEREAS, tragically, an average of 20 veterans and service members die by suicide each day, and our Nation must make the mental health and welfare of our veterans a top priority; and

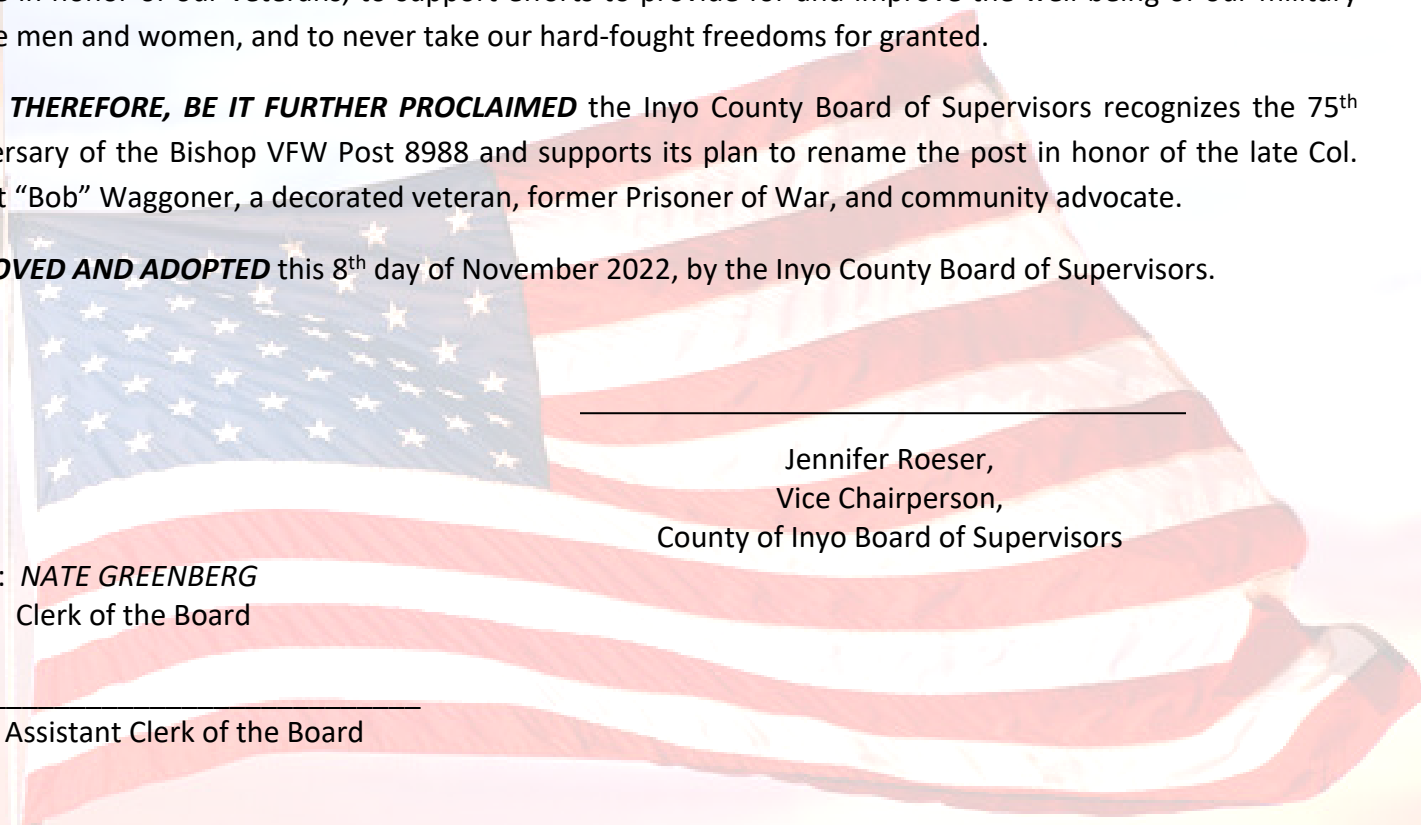
WHEREAS, organizations such as the American Legion and Veterans of Foreign War, and Veterans Service Officers, help ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country; and

WHEREAS, in Inyo County, veterans receive support, camaraderie, advocacy, and recognition from the Bishop and Lone Pine VFW Posts and Ladies Auxiliaries, the Bishop, Big Pine, and Independence American Legion Posts and Ladies Auxiliaries, and the Inyo County Veterans Service Office.

NOW, THEREFORE, BE IT PROCLAIMED, the Inyo County Board of Supervisors does hereby and gratefully honor the valor, sacrifice, and dutiful service of our Nation's veterans, past and present, by recognizing November 11, 2022 as Veterans Day in Inyo County; shares its appreciation for all the work being done by Inyo County's veterans organizations and the VSO; and calls upon the people of Inyo to participate in community service in honor of our veterans, to support efforts to provide for and improve the well-being of our military service men and women, and to never take our hard-fought freedoms for granted.

NOW, THEREFORE, BE IT FURTHER PROCLAIMED the Inyo County Board of Supervisors recognizes the 75th anniversary of the Bishop VFW Post 8988 and supports its plan to rename the post in honor of the late Col. Robert "Bob" Waggoner, a decorated veteran, former Prisoner of War, and community advocate.

APPROVED AND ADOPTED this 8th day of November 2022, by the Inyo County Board of Supervisors.



Jennifer Roeser,
Vice Chairperson,
County of Inyo Board of Supervisors

Attest: **NATE GREENBERG**
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



District Attorney

CONSENT - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Tom Hardy

SUBJECT: Victim/Witness Assistance Program Grant Acceptance

RECOMMENDED ACTION:

Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 22 31 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2022-2023; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County, including any extensions or amendments thereto.

SUMMARY/JUSTIFICATION:

This is the (31st) thirty-first consecutive year we have applied for and been offered this grant.

For FY 22/23, the awarded grant total is \$278,128 for the grant period of October 1, 2022 through September 30, 2023. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator's and the Victim Advocate's salaries and benefits at 100%. Further, we are able to fund approximately 20% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary III salaries and benefits to save the general fund.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board has approved this CalOES grant for the last 30 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without your Board's acceptance of the grant the project would be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

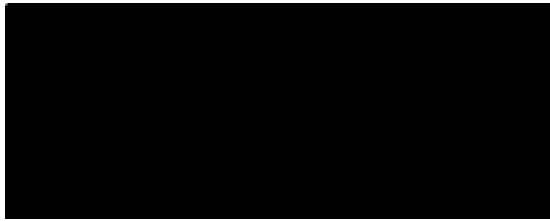
Grant amount is \$278,128. Budget Number 620422. The County expends funds and then a claim is made to the State for reimbursement quarterly.

ATTACHMENTS:

1. Grant Subaward

APPROVALS:

Maureen McVicker	Created/Initiated - 10/20/2022
Darcy Ellis	Approved - 10/20/2022
Maureen McVicker	Approved - 10/20/2022
John Vallejo	Approved - 10/20/2022
Amy Shepherd	Approved - 10/21/2022
Tom Hardy	Final Approval - 10/21/2022



August 23, 2022

Thomas L. Hardy, Inyo County District Attorney
Inyo County
P.O. Box D
Independence, CA 93526-604

Subject: Notification of Grant Subaward Application Approval
Victim/Witness Assistance Program
Grant Subaward #: VW22 31 0140

Dear Thomas L. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$278,128, subject to Budget approval. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a close-out or audit, must be refunded to Cal OES within 30 days upon receipt of an invoice.

Please contact your Program Specialist, Tosha Enos, at (916) 845-8139 with questions about this notice.

VS Grants Processing Unit

cc: Subrecipient's file
Program Specialist

SPECIAL CONDITION

Grant Subaward No. VW22 31 0140 is hereby approved with the following conditions:

- The 2022 VOCA funds in the amount of \$89,794 cannot be expended until Cal OES has access to funds through the applicable 2022 VOCA Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

SMC

MR

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:


- 1. **Subrecipient:** County of Inyo 1a. **UEI#:** EU9KBPLKZ5K5
- 2. **Implementing Agency:** Inyo County District Attorney 2a. **UEI#:** EU9KBPLKZ5K5
- 3. **Implementing Agency Address:** 168 N. Edwards Street (PO Drawer D) Independence 93526-0604
(Street) (City) (Zip+4)
- 4. **Location of Project:** Independence INYO 93526-0604
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** Victim Witness Assistance Program 6. **Performance/Budget Period:** 10/1/2022 to 9/30/2023
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** 10% de minimis Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$170,000					\$170,000
9.	2022	VOCA		\$89,794					\$89,794
10.	2022	VWA0	\$18,334						\$18,334
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$18,334	\$259,794	\$278,128				\$278,128

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Thomas L. Hardy Title: Inyo County District Attorney
 Payment Mailing Address: PO Drawer D City: Independence Zip Code+4: 93526-0604
 Signature:  Date: 6-22-2022


16. Federal Employer ID Number: 956005445

(FOR Cal OES USE ONLY)

I hereby certify by my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by:

Mary Rucker 8/23/2022
(Cal OES Fiscal Officer) (Date)

DocuSigned by:

Heather Carlson 8/23/2022
(Cal OES Director Designee) (Date)

ENY: 2022-23 Chapter: 43 SL: 18400
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2020-V2-GX-0031 10/01/19-09/30/24
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match Waived
 Project ID: OES20VOCA000012
 SC: 2022-18400 Amount: \$170,000

DS
JH

DS
DS

Mail Log # 758451

RECEIVED
 By Tosha Enos at 12:59 pm, Jul 01, 2022

ENY: 2022-23 Chapter: 43 SL: 18402
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: TBD 10/01/21-09/30/25
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match Waived
 Project ID: OES22VOCA000012
 SC: 2022-18402 Amount: \$89,794

ENY: 2022-23 Chapter: 43 SL: 14300
 Item: 0690-101-0903 Pgm: 0385
 Fund: State Penalty Fund
 Program: Victim/Witness Assistance Program
 Match Req.: None
 Project ID: OES22VWA0000000
 SC: 2022-14300 Amount: \$18,334

✓

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2020	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$195,905,619	\$188,069,394
2022	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$120,361,953	\$115,547,475
Choose an item.	Choose an item.			
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):

The purpose of the VW Program is to maintain Victim Witness Assistance Centers (Centers), in each of California's 58 counties, to provide comprehensive services to victims and witnesses of all types of violent crime, pursuant to California Penal Code §13835.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
 Yes No



Grant Subaward Contact Information

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

1. **Grant Subaward Director:**

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

2. **Financial Officer:**

Name: Amy Shepherd Title: Inyo County Auditor

Telephone #: 760-878-0343 Email Address: ashepherd@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer R (168 N Edwards Street) Independence, CA 93526-0604

3. **Programmatic Point of Contact:**

Name: Dianna Dominguez Title: Victim Witness Project Coordinator - EMERGENCY CONTACT

Telephone #: 760-878-0299 Email Address: ddominguez@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

4. **Financial Point of Contact:**

Name: Maureen McVicker Title: Administrative Assistant

Telephone #: 760-878-0282 Email Address: mmcvicker@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us

Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Dan Totheroh Title: Chairperson, Inyo County Board of Supervisors

Telephone #: 760.872.2137 Email Address: dtotheroh@inyocounty.us

Address/City/ Zip Code (9-digit): 199 Edwards Street, Bishop, CA 93514-3303



Grant Subaward Signature Authorization

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Implementing Agency: Inyo County District Attorney

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Thomas J. Hardy

Signature: *Thomas J. Hardy*

Date: 6-22-2022

Financial Officer:

Printed Name: Amy Shepherd

Signature: *Amy Shepherd*

Date: 6-27-22

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: *Maureen McVicker*

Printed Name: Maureen McVicker

Signature: *Dianna Dominguez*

Printed Name: Dianna Dominguez

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: *Christie Martindale*

Printed Name: Christie Martindale

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: VW22 31 0140

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Inyo County Victim Witness Assistance Program	VW22 31 0140	10/01/2022 -9/30/2023
2			
3			
4			
5			
6			

I, Thomas L. Hardy (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

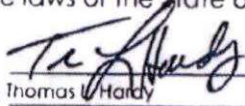
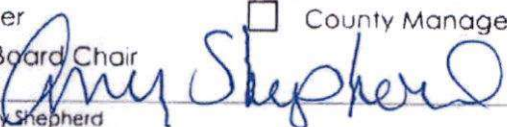
V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	
Official Designee's Typed Name:	Thomas Hardy
Official Designee's Title:	Inyo County District Attorney
Date Executed:	6-22-2022
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) [indicated by the Cal OES Program name and initial Grant Subaward performance period identified above] and applicable Grant Subaward Amendments with Cal OES.	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	
Typed Name:	Amy Shepherd
Title:	Inyo County Auditor
Date Executed:	6-27-22



**Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program**

Subrecipient: County of Inyo

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Victim Witness Assistance Program	VW22 31 0140	10/01/2022 - 9/30/2023
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

- Subrecipient expends \$750,000 or more in federal funds annually.
- Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

3. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity

program.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

10. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

11. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

12. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
 - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
 - 1) Subrecipients represent that:
 - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>) for all training or training materials developed or delivered with these funds.

18. Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward– (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: 

Official Designee's Typed Name: Thomas L. Hardy

Official Designee's Title: Inyo County District Attorney

Date Executed: 6-22-2022



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW22 31 0140		
A. Personnel Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWA0	Total Amount Allocated
Salaries:				
Victim Witness Project Coordinator 100% \$5,628 X 12 months = \$67,536	\$45,652	\$21,884		\$67,536
Mass Victimization Advocate 100% \$4,345 X 12 months = \$52,140	\$34,760	\$17,380		\$52,140
Legal Secretary (1st point of contact) 10% \$5,706 X 12 = \$68,472 X 10% = \$6,847	\$4,564	\$2,283		\$6,847
Administrative Assistant (Fiscal) 20% \$6,455 X 12 = \$77,460 X 20% = \$15,492	\$10,328	\$5,164		\$15,492
Misc Overtime for staff for weekend travel, fairs, etc \$250 x 12 = \$3,000	\$2,000	\$1,000		\$3,000
Benefits:				
Victim Witness Project Coordinator 100% 18% X \$67,536 = \$12,156 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$847 X 12 months = \$10,164 Misc. County Benefits \$250 Total: \$22,570	\$15,928	\$6,642		\$22,570
Mass Victimization Advocate 100% 18% x \$52,140 = \$9,385 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$2,075 X 12 months = \$24,900 Misc. County Benefits \$500 Total: \$34,785	\$25,089	\$9,696		\$34,785



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County			Grant Subaward #: VW22 31 0140	
A. Personnel Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWA0	Total Amount Allocated
Legal Secretary (1st point of contact) 10% 27% x \$68,472 = \$18,487 x 10%= \$1,849 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$681 X 12 months = \$8,168 x 10% = \$817 \$680.66 Total: \$2,666	\$1,755	\$911		\$2,666
Administrative Assistant (Fiscal) 20% 26% X \$77,460 = \$20,140 x 20% = \$4,028 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$1,619.75 X 12 months = \$19,437 x 20% = \$3,887 Misc. County Benefits \$569 x 20% = \$114 Total: \$8,029	\$5,022	\$3,007		\$8,029
CALPERS Unfunded Liability \$1,493 x 12 = \$17,916	\$8,723	\$3,531	\$5,662	\$17,916
Personnel Costs Fund Source Totals	✓ \$153,821	✓ \$71,498	✓ \$5,662	✓ \$230,981
PERSONNEL COSTS CATEGORY TOTAL				\$230,981

37

37

37

37

MR



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW22 31 0140		
B. Operating Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWAO	Total Amount Allocated
Ipad service \$40 per month x 12 months = \$480	\$240	\$120	\$120	\$480
Cell phone service \$55 per month x 12 months = \$660	\$330	\$165	\$165	\$660
Utilities \$7 per month x 12 months = \$84	\$42	\$21	\$21	\$84
Indirect - MTDC \$252,846 x 10% = \$25,285 ^{sy} (only charging \$25,282) with \$6,000 allocated to MVA	\$10,552	\$6,327	\$8,403	\$25,282
General operating expenses, including: office supplies, victim assistance, misc printing of brochures, resource guides (English/Spanish) \$915.40 per month x 12 months = \$10,985	\$3,000	\$4,838	\$3,147	\$10,985
Travel to various presentations/training/meetings and transportation of victims to court and trials ³⁴⁵ 314 miles per month x 0.625 = \$216.00 ^{\$2,592} x 12 months = \$2,592 (charging less)	\$1,400	\$650	\$531	\$2,581
<small>This is a placeholder for trainings. A Modification will be submitted when training details are available. ^{sy}</small>				
MVA Operating costs:				
MVA Ipad service \$40 per month x 12 months = \$480	\$240	\$120	\$120	\$480
MVA cell phone service \$60 per month x 12 months = \$720	\$375	\$180	\$165	\$720



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW22 31 0140		
B. Operating Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWA0	Total Amount Allocated
MVA General operating expenses, including: office supplies, go bags, victim food, meals, basic needs, printing of brochures, \$296.33 per month x 12 months = \$3,556		\$3,556		\$3,556
MVA travel to various presentations, trainings, meetings. 75.2 miles per month x .625 = \$47 per month x 12 months = \$564		\$564		\$564
MVA basic training Sacramento - free registration. Lodging 3 nights @ \$145 = \$435, per diem 4 days @ \$69 = \$276, mileage 550 miles at 0.625 = \$344, parking 4 days @ \$25 = \$100 TOTAL \$1,155 <small>Lodging and per diem not to exceed approved travel policy, either GSA rates or county travel rates.</small>		\$1,155		\$1,155
MVA Webinar NOVA Conference online training - no travel costs		\$600		\$600
Operating Costs Fund Source Totals	✓ \$16,179	✓ \$18,296	✓ \$12,672	✓ \$47,147
OPERATING COSTS CATEGORY TOTAL				\$47,147

☞

☞

☞

☞ MR



Grant Subaward Budget Pages
Multiple Fund Sources

				Grant Subaward #: VW22 31 0140
C. Equipment Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWAO	Total Amount Allocated
Equipment Costs Fund Source Totals				
EQUIPMENT COSTS CATEGORY TOTAL				

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	20 VOCA	22 VOCA	22 VWAO	Total Project Cost
Fund Source Totals	✓ \$170,000	✓ \$89,794	✓ \$18,334	✓ \$278,128

39

39

39

39

MR

VSPS Budget Summary Report

VW22 Victim/Witness Assistance Program

Subaward #: VW22 31 0140

Inyo County

Performance Period: 10/01/22 - 09/30/23

Victim Witness Assistance Program

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	20VOCA	153,821	0	153,821	0	153,821
F	22VOCA	71,498	0	71,498	0	71,498
S	22VWA0	5,662	0	5,662	0	5,662
Total A. Personal Services - Salaries/Employee Benefits:		230,981	0	230,981	0	230,981

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	20VOCA	16,179	0	16,179	0	16,179
F	22VOCA	18,296	0	18,296	0	18,296
S	22VWA0	12,672	0	12,672	0	12,672
Total B. Operating Expenses:		47,147	0	47,147	0	47,147

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	20VOCA	0	0	0	0	0
F	22VOCA	0	0	0	0	0
S	22VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	278,128	0	278,128	0	278,128
Total Project Cost:	278,128	0	278,128	0	278,128

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

08/23/22



Grant Subaward Budget Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Inyo County Victim Witness Assistance Program proposed budget supports stated objectives and activities for the Fiscal Year Grant 2022/2023 by providing funding for staff salaries and benefits, cellular telephone, travel, victim emergency funds, office supplies, and administrative support to carry out those goals and objectives.

Funds are allocated to actual line staff costs and provisions for services. This year we are requesting 10% of our Support Staff/Legal Secretary (first point of contact) and 20% of our Administrative Assistant to the District Attorney for all fiscal/grant duties. Functional time sheets are logged by Support Staff/Legal Secretary (first point of contact) and the Administrative Assistant to the District Attorney (fiscal/grant duties). The Inyo County District Attorney is absorbing rent for both the Bishop and Independence Inyo County Victim Witness offices.

Current staff meets all CalOES educational requirements and standards. The Victim Witness Coordinator continues to attend trainings and conferences as allowed under current pandemic restrictions. We anticipate a return to some "live" trainings during the grant period, but plan to continue to minimize expenses by taking advantage of appropriate virtual training.



Grant Subaward Budget Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Project staff prioritizes time commitments to provide direct services to victims of crime, to meet and hopefully exceed state objectives and activities.

The Inyo County Victim Witness Program has elected to pursue the optional Mass Victimization Advocate funding. We are maintaining a position in the program, directed primarily towards the objectives of the Mass Victimization program. This advocate is receiving the required specialized training and will substantially increase our abilities to respond to any mass victimization incidents as well as support for traditional victim advocate services.

The Inyo County Victim Witness Program does not require subcontracts and does not anticipate any unusual expenditures in the upcoming fiscal grant year.

The Personal Services of the budget pages provide for Salary and Benefits under Inyo County's Memorandum of Understanding for Miscellaneous employees with include PERS retirement, taxes, group insurance including medical, dental, vision, and life insurance along with Bilingual pay for the Victim Witness Coordinator who is fluent in Spanish.

The Victim Witness Coordinator and Mass Victimization Advocate are available to Victims and Witnesses 100% of the time should the client require



Grant Subaward Budget Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

immediate services. Client contact logs are continually updated for documentation of services. Project staff continues to provide mandatory and optional services to clients of all crime types, as determined through evaluation of each client's needs.

Our Victim Witness Coordinator has been employed with the Inyo County Victim Witness Assistance Program since November, 2014. She is bilingual, fluent in Spanish, and has an extensive cultural background in the Hispanic community. She has attended the CDAA Entry Level Victim Witness Training along with the California Sexual Assault Investigator's Association training, Beyond the Basics – An Examination of Emerging Issues, and the NCVIC Civil Justice of Victims of Crime in California.

During Fiscal Year 2021/2022, "in person" training was generally not available due to the Covid-19 pandemic.

Our Mass Victimization Advocate came on-board on June 13, 2019, and has attended the California Victim Witness Advocate Academy in San Diego. She will attend this training as soon as convenient when it is again available. In, September 2022, she plans on attending the 2022 Virtual Conference of NOVA (National Organization for Victim Assistance).



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Additionally, our current Mass Victimization Advocate is an enrolled member of the Bishop Paiute Tribe and has provided new abilities to assist Tribal members and Native Americans throughout Inyo County.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Performance History/Problem Statement

Inyo County Victim/Witness Assistance Center is prosecution based and is the agency responsible for implementing services to victims of all types of crime in Inyo County. These services are designed to help reduce the trauma experienced by victims of criminal acts pursuant to Penal Code Section 13835.

The Inyo County program has two office locations, one located in Bishop and the other in Independence, which is the county seat and forty-five (45) miles south of Bishop. The Victim/Witness Project Coordinator is a full-time position, responsible for both the Northern and Southern ends of the county. Inyo County is the second largest county in the state geographically encompassing over 10,000 square miles. Problems unique to this project are related to the relatively small population spread over the vast geographic area of Inyo County. Providing services to Victims and Witnesses in the most remote locations of Inyo County is our greatest challenge.

The Native American and Hispanic communities continue to be underserved populations. Domestic Violence victims continue to make up a large percentage of crime victims in these communities and Victim/Witness continues to work closely with the local Domestic Violence program (Wild Iris



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Family Counseling and Crisis Center). Additionally, the Bishop Paiute Tribe (a federally recognized tribe whose tribal lands are located adjacent to the City of Bishop in Inyo County) have implemented a domestic violence prevention and intervention program for Tribal residents known as "RAVE". This project works closely with and coordinates services with RAVE.

The Project Coordinator participates in several collaborative groups; Domestic Violence, Death Review, Child Abuse, Sexual Assault, and Emergency Preparedness. These collaborations allow us to offer a higher level of services to our clients.

Implementation

Inyo County Victim/Witness provides comprehensive services to victims of all crime types, while concentrating services on victims of the most serious cases likely to result in trauma to the victim or the victim's family. A staff dedicated to the necessity of compassionate and comprehensive services achieves this goal by closely following grant guidelines and project policy. The Victim/Witness mission is to encourage and support victims and witnesses of crime to help overcome the effects of crime, self-empowerment as they move through the process and ultimately be able to return to their lives and families. The California



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Penal Code mandates services provided to victims of crimes and this program tailors those services to meet the needs specific to Inyo County clients.

Operational Agreements are in place with Inyo County Sheriff, Bishop Police Department, California Highway Patrol, Inyo County Probation Department and Wild Iris Family Counseling and Crisis Center. During non-Pandemic years, training and presentations are offered to the local schools, law enforcement, Wild Iris Crisis Family Counseling and Crisis Center, and other Community Groups. Participation on the Domestic Violence Council, Domestic Violence and Child Death Review Team, Addiction Task Force Committee and Sexual Assault Response Team (SART) help to nurture close working networks between service providers and victim advocates.

Services are provided to special need clients through referrals to local resources available in the community. Field visits are provided to clients when appropriate and safe. Accommodations are made to facilitate access to the office and the courts for disabled clients, including coordination of the use of the handicapped accessible courtroom on the ground level of the historic courthouse. Elderly clients may be visited at home for interviews. Transportation assistance is also provided when needed. Project works closely with Adult



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Protective Services when a client is referred for services or project staff obtains an Elder Abuse Restraining Order. Contact information is available in the office for a certified interpreter for hearing impaired clients. Advocates will problem solve to meet the special needs of clients to the best of their ability or to the limit available in the community. Volunteer staff augments delivery of victim service by providing support and clerical services on a supervised basis as available and needed.

The program utilizes translators when available, but the Victim Project Coordinator handles direct services to Spanish speaking victims, as she is bilingual. The court has Spanish speaking translators available at no cost to this project for assistance in the preparation of Domestic violence Restraining Orders and at Temporary Restraining Order hearings for Spanish speaking clients. A list of community translators is maintained by the project.

Referrals to project are received from multiple sources including: Law Enforcement Officers, District Attorney staff attorneys, District Attorney staff legal secretaries, Family Law Facilitator and community agencies including Child Protective Services, Adult Protective Services, and Wild Iris Family Counseling and Crisis Center. Additional referrals come from mental health providers,



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

substance abuse providers and prior clients. Close working relationships with service providers and other agencies are a priority. Operational agreements include training and meeting schedules with establish effective relationships. Participation in many multidisciplinary committees also fosters those relationships.

ORGANIZATIONAL CHART

Inyo County Board of Supervisors

Inyo County District Attorney/ Project Coordination – Thomas L. Hardy

Inyo County Sr. Deputy District Attorney – Dana Crom

Inyo County Sr. Deputy District Attorney – David Christensen

Administrative Legal Secretary/Fiscal – Maureen McVicker

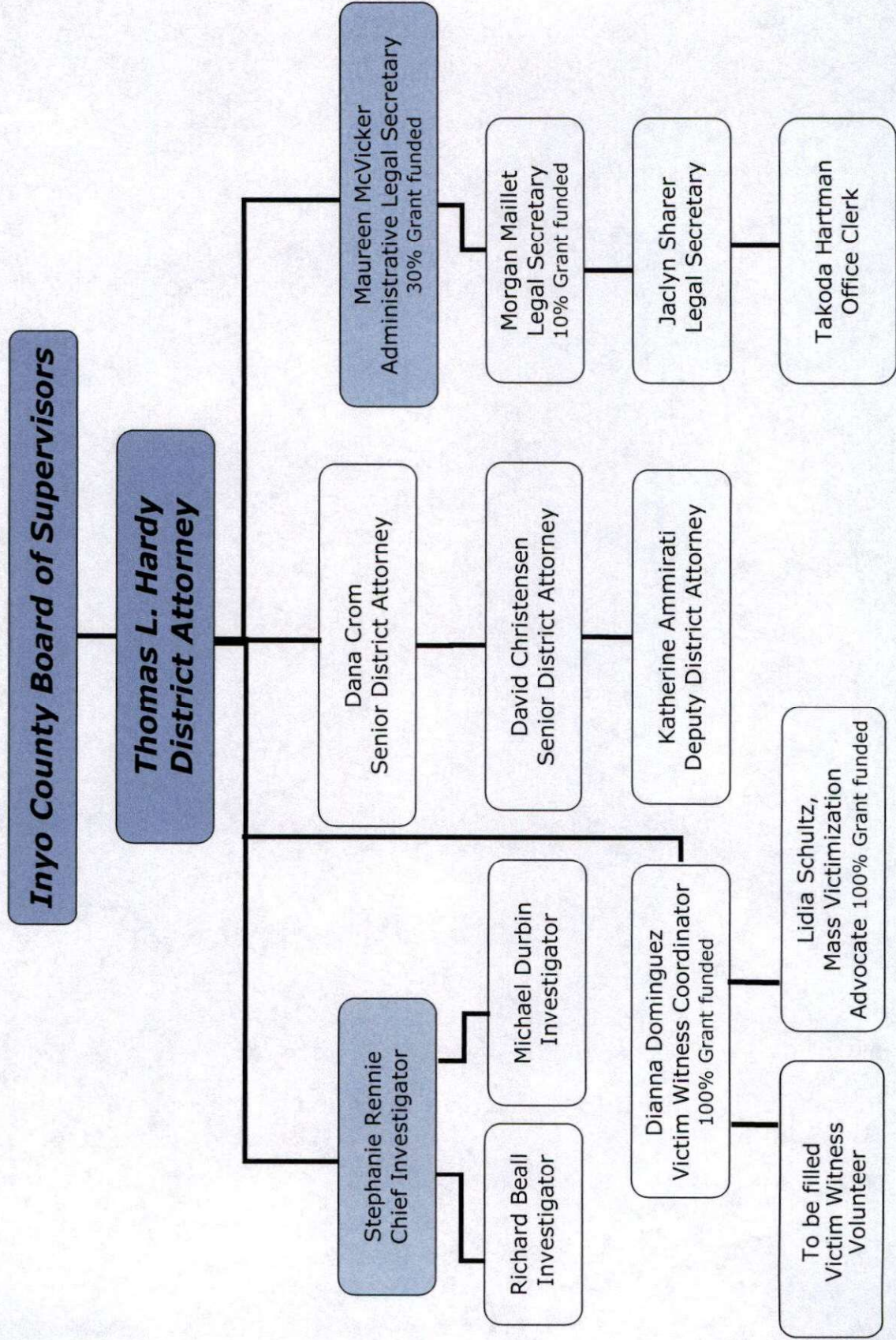
Legal Secretary/First Point of Contact – Morgan Maillet

Inyo County Project Victim/Witness Project Coordinator – Dianna Dominguez

Inyo County Mass Victimization Advocate – Lidia Schultz

Volunteer(s) – continue to seek additional volunteers

INYO COUNTY DISTRICT ATTORNEY





Operational Agreement Summary

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Bishop Police Department	06/18/2021	06/30/21 to 06/30/24
2. California Highway Patrol	06/18/2021	06/30/21 to 06/30/24
3. Inyo County Probation Department	06/18/2021	06/30/21 to 06/30/24
4. Inyo County Sheriff's Department	06/18/2021	06/30/21 to 06/30/24
5. Wild Iris-Domestic Violence, SA, Child Abuse	04/15/2021	05/01/21 to 04/30/24
6. _____		_____ to _____
7. _____		_____ to _____
8. _____		_____ to _____
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____

OPERATIONAL AGREEMENT


This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Bishop Police Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with Bishop Police Department through:

- Program staff being readily available to Bishop Police Department for service provision through mutual cooperation and service provision to victims of crime.
- Meetings yearly between Victim/Witness Advocacy staff and Bishop Police Department Officers and Dispatchers.
 - ❖ Specifically: Yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Bishop Police Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

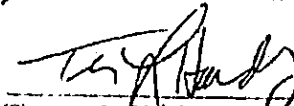
We, the undersigned, as authorized representative of Bishop Police Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For Bishop Police Department:

 #451
Joshua Ellsworth, Interim Police Chief

6/28/2021
Date

For Inyo County Victim/Witness Assistance Program:


Thomas L. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT

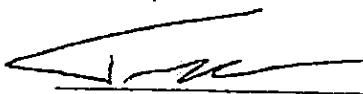
This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the California Highway Patrol intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the California Highway Patrol through:

- Program staff being readily available to the California Highway Patrol for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and the California Highway Patrol.
 - ❖ Specifically: Yearly joint training
- Victim/Witness staff and the California Highway Patrol staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of the California Highway Patrol and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

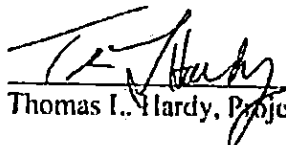
For California Highway Patrol:



Terry Lowther, Captain

6/21/21
Date

For Inyo County Victim/Witness Assistance Program:



Thomas I. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT


This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the Inyo County Probation Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Probation Department through:

- Program staff being readily available to Inyo County Probation Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly, and six times a year generally, between Victim/Witness Advocacy staff and Inyo County Probation Department staff on the Domestic Violence Council.
 - ❖ Specifically: Yearly training for staff, and meetings with Domestic Violence Council members.
- Victim/Witness staff and Inyo County Probation Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of Inyo County Probation Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For Inyo County Probation
Department:


Jeff Robinson, Chief Probation Officer

6/22/21
Date

For Inyo County Victim/Witness
Assistance Program:


Thomas G. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Inyo County Sheriff's Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that implementation of the proposal, as described herein will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Sheriff's Department through:

- Program staff being readily available to the Inyo County Sheriff's Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and Inyo County Sheriff's Department personnel.
 - ❖ Specifically: yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Inyo County Sheriff's Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representatives of Inyo County Sheriff's Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

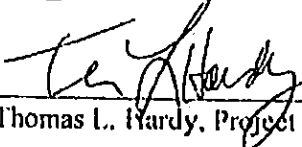
For Inyo County Sheriff:



Jeff Howell, Sheriff

JUNE 22, 2021
Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

6-18-21
Date



Operational Agreement

This Operational Agreement stands as evidence that Wild Iris Family Counseling & Crisis Center (Wild Iris) and Inyo County District Attorney serving Inyo County, intend to work toward the mutual goal for providing maximum available assistance for those affected by domestic violence and sexual assault. Each agency agrees to participate in the program by providing the following services for May 1, 2021 through April 30, 2024.

Wild Iris agrees to:

- Ensure that crisis counseling staff and volunteers will be readily available to provide supportive services to survivors of domestic violence and sexual assault. These services shall be provided through Wild Iris's 24-hour crisis hotline and direct request during regular business hours. Services may include but are not limited to: immediate crisis intervention; emergency safe haven; individual and group counseling; advocacy and accompaniment to legal, medical, and social service appointments, law enforcement interviews and other agencies as appropriate; parenting and co-parenting classes, emergency food, clothing and transportation.
- Provide in-service training and community awareness about Wild Iris and its services, at the request for said agency.
- Work together on task force(s) in order to ensure compassionate, effective and complete response to survivors.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- At the request of the victim, coordinate services to victims when appropriate to avoid overlap, duplication, and gaps in services.

Inyo County District Attorney agrees to:

- Refer all domestic violence and sexual assault survivors to Wild Iris as appropriate.
- Assist with transportation of victims (as needed) to a place of safety.
- At the request of the victim, Wild Iris staff/volunteer may be allowed to be present at interviews to provide support to victims.
- Work together on task force(s) in order to ensure compassionate, effective, and complete response to victims.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- Coordinate services to victims to avoid overlap, duplication, and gaps in services.
- Make available to staff opportunities to receive domestic violence/sexual assault education from Wild Iris staff/volunteers.
- Make available to Wild Iris staff/volunteers training on your agency's procedures & policies regarding domestic violence/sexual assault victims/survivors, and services and resources available for clients when asked.
- Accept referrals from Wild Iris staff/volunteers, with client's permission, for appropriate services from your agency.
- Provide those services as appropriate to the needs of the client.

We, the undersigned, as authorized representatives of Wild Iris and Inyo County District Attorney hereby approves this document.

For Wild Iris:

Matthew O'Connor Date 4/20/2021
Matthew O'Connor
Executive Director

For Inyo County District Attorney:

Thomas Hardy Date 4-15-2021
Thomas Hardy
District Attorney

THOMAS L. HARDY
District Attorney



Independence:
P.O. Drawer D
Independence, CA 93526
760 878-0282 Fax 760 878-2383

County of Inyo
DISTRICT ATTORNEY

June 22, 2022

California Governor's Office of Emergency Services
Victim Witness Assistance Program
3650 Schriever Avenue
Mather, CA 95655

Re: VW22 31 0140 Inyo County – Volunteer Waiver

While we continue to look for Volunteers, we have been unable to recruit Volunteers for our Victim Witness Assistance Program in the past. We do not anticipate any change in the ability to recruit Volunteers, due to the small population in our remote community.

Very truly yours,

Thomas L. Hardy
Inyo County District Attorney



Volunteer Waiver Request

Grant Subaward #: VW22 31 0140

Subrecipient: Inyo County

Justification:

While we continue to look for Volunteers, we have been unable to recruit Volunteers for Victim Witness Assistance Program in the past. We do not anticipate any change in the ability to recruit volunteers, due to the small population in our remote community.

Cal OES Approval

Approved Denied

Tosha Enos
Program Specialist Signature

07/28/2022
Date

Approved Denied

Susan Grace
Unit Chief Signature

8/1/2022
Date



Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW 22 31 0140
2. Subrecipient's Name: INYO COUNTY
3. Grant Subaward Performance Period 10/01/2022 through 09/30/2023
4. VOCA Fund Source #1: 20VOCA
 VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 170,000
 Amount of Match Proposed (post approved Match Waiver): \$ 0
5. VOCA Fund Source #2 (if applicable): 22VOCA
 VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 89,794
 Amount of Match Proposed (post approved Match Waiver): \$ 0
6. Briefly summarize the services provided:
 The program provides direct services to victims designed to reduce trauma related to being a victim, including referral to community-based resources, access to State Victims of Crime program compensation, orientation to the criminal justice system, court escort and support case status updates, restitution assistance, victim impact.
7. Describe practical/logistical obstacles and/or local resource constraints to providing match:
 We are a very large geographically sized county (10,277 square miles) with only 1 Victim Witness Coordinator and 1 Victim Witness Advocate handling the victims. There is no additional money in Inyo County's General Fund for the match amount. Our remote location and small population makes it virtually impossible to recruit interns or other volunteers. This would be a burden on Inyo County and would put our Victim Witness program at risk.

Approved

Denied

Susan Grace
Unit Chief Name

Unit Chief Signature

5/11/2022

Date

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: County of Inyo	UEI # EU9KBPLKZ5K5	FIPS # 027-00000 TE
Grant Disaster/Program Title: Victim Witness Assistance Program		
Performance Period: 10/01/22	to 09/30/20	Subaward Amount Requested: \$278,128 TE
Type of Non-Federal Entity (Check Applicable Box)	<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	


Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	3-5 year <input type="checkbox"/>
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	3-5 year <input type="checkbox"/>
3. How many grants does your organization currently receive?	1-3 grants <input type="checkbox"/>
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 278,128
5. Are individual staff members assigned to work on multiple grants?	No <input type="checkbox"/>
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes <input type="checkbox"/>
7. How often does your organization have a financial audit?	Annual <input type="checkbox"/>
8. Has your organization received any audit findings in the last three years?	No <input type="checkbox"/>
9. Do you have a written plan to charge costs to grants?	Yes <input type="checkbox"/>
10. Do you have written procurement policies?	Yes <input type="checkbox"/>
11. Do you get multiple quotes or bids when buying items or services?	Sometimes <input type="checkbox"/>
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 year <input type="checkbox"/>
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A <input type="checkbox"/>

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date: 6-22-2022
Print Name and Title: Thomas L. Hardy, Inyo County District Attorney	Phone Number: 760-878-0282

Cal OES Staff Only: SUBAWARD # VW22 31 0140 TE



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW22 31 0140

Subrecipient: County of Inyo

1. County or Counties Served:
Inyo County

County where principal office is located: Inyo

2. U.S. Congressional District(s) Served:
8th

U.S. Congressional District where principal office is located: 8th

3. State Assembly District(s) Served:
26th

State Assembly District where principal office is located: 26th

4. State Senate District(s) Served:
8th

State Senate District where principal office is located: 8th

5. Population of Service Area: 18,000



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Donald Gockley

SUBJECT: Road Closure for Southern California Edison Encroachment Permit E22-42

RECOMMENDED ACTION:

Request Board approve the closure of Sunset Road in Bishop, between the hours of 8:30 a.m. and 2:30 p.m. on November 29, 2022, for the purpose of Southern California Edison's use of a crane to place a utility pole, in the backyard at 2672 Sunset Road.

SUMMARY/JUSTIFICATION:

Southern California Edison (SCE), has submitted an encroachment permit application requesting the closure of Sunset Road in Bishop, on Tuesday, November 29, 2022, between the hours of 8:30 a.m. and 2:30 p.m. For the purpose of Southern California Edison's use of a crane to replace a utility pole in the backyard at 2672 Sunset Road.

SCE only has access to this utility pole via the use of a crane. The crane needed for replacement of this utility pole is much larger than typically used. The staging/operation of the crane will take the majority of the roadway, and will not allow for an open traveling lane for vehicles. There is an anticipated impact to the public who live on Sunset Road. To mitigate the impact, the County of Inyo Road Department will include provisions in the encroachment permit, requesting the permittee give written notice to impacted homeowners ten days in advance of the road closure, as there is no alternative route around this project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND 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 AGENCY INVOLVEMENT:

FINANCING:

There is no financial impact anticipated from this Encroachment Permit request.

ATTACHMENTS:

1. Encroachment Permit

APPROVALS:

Donald Gockley
Darcy Ellis
Donald Gockley
Shannon Platt
Grace Chuchla
Michael Errante

Created/Initiated - 10/19/2022
Approved - 10/19/2022
Approved - 10/19/2022
Approved - 10/20/2022
Approved - 10/20/2022
Final Approval - 10/25/2022



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q
INDEPENDENCE, CA 93526
(760) 878-0201 Independence
(760) 873-8481 Bishop
(760) 878-2001 Fax

No. E22-42

APPLICATION FOR ENCROACHMENT PERMIT TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit Fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions bellow. Attach additional sheets if necessary.

Applicant: ROADWAY CONSTRUCTION SERVICE

Date: 10/18/22

Address: 900 S MAPLE ST
MOTNEBELLO CA 90640

Contact Person: STACY THURESSON

Phone: 562-351-7159

Fax: _____

Describe Work: ROAD CLOSURE FOR CRANE TO REPLACE SCE BACKYARD
POLE ON 11/29/22 TD#1804982

Location of Work: 2672 SUNSET RD

Assessors Parcel Number
of adjacent property: _____

Dates when work is anticipated: 11/29/22

Attach Plans or Drawing of proposed encroachment work.

Applicant agrees to do the work in accordance with Inyo County rules and regulations and subject to Inyo County inspection and approval.

Permit Number E22-42

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

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

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

Special conditions : _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE : Stacy Thuresson Date : 10/18/22

APPROVED BY : _____ Date : _____

**INYO COUNTY ROAD DEPARTMENT
PERMIT FEES**

TRENCHING - Minimum permit fee: \$ 50.00

Trenching across street:

- 0-50 feet minimum fee
- 51-100 feet minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + feet \$100.00 plus \$.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 feet minimum fee
- 101-1500 feet minimum fee plus \$.30 per foot of length greater than 100 feet.
- 1501 + feet \$200.00 plus \$.10 per foot of length greater than 1500 feet.

SPLIT TRENCHING WITH CABLE PLACEMENT:

- All distances minimum fee plus \$.05 per foot

TRANSPORTATION PERMITS:

- Minimum fee: \$16.00

Transportation Fee shall be waived for all governmental agencies

CURB AND GUTTER = Minimum Fee

TREE REMOVAL ON COUNTY RIGHT-OF-WAY:

- Removal by licensed contractor only: minimum permit \$5.00



County of Inyo



Agricultural Commissioner

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Nathan Reade

SUBJECT: Re-Establishing the Agriculture Resource Advisory Board under the New Name Agriculture Advisory Committee

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-46, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Rescinding and Replacing Resolution 2006-28, Re-Establishing the Agriculture Resource Advisory Board under the New Name 'Agriculture Advisory Committee,'" and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Agricultural Commissioner's Office requests your board replace the existing resolution authorizing the Agriculture Resource Advisory Board to make minor changes in the appointed membership, as well as change the name of the committee to better align with other similar county committees. The appointed membership change is needed to maintain a viable board as some of the original appointed member roles have been unfilled for several years.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County Board of Supervisors authorized the establishment of an agricultural resource advisory board on April 18, 2006. This board is intended to assist the Board of Supervisors by advising, informing, and making recommendations on agricultural issues affecting the county and the county's agricultural producers. Since its establishment, the Agriculture Resource Advisory Board has met infrequently as issues arise and provided guidance to your Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the resolution, but that is not recommended as it may affect the ability for the board to operate with a quorum.

OTHER AGENCY INVOLVEMENT:

The Agriculture Advisory Committee will include the following ex-officio non-voting members: Los Angeles Department of Water and Power, Bureau of Land Management, Inyo National Forest, Inyo County Sheriff's Office, California Department of Fish and Wildlife, University of California Cooperative Extension, and the Natural Resource Conservation Service.

FINANCING:

This item will not create any additional costs for the Agricultural Commissioner's Department.

ATTACHMENTS:

1. Ag Advisory Committee Resolution
2. Exhibits A and B

APPROVALS:

Nathan Reade	Created/Initiated - 10/26/2022
Darcy Ellis	Approved - 10/26/2022
Nathan Reade	Approved - 10/26/2022
John Vallejo	Approved - 10/26/2022
Amy Shepherd	Approved - 10/26/2022
Nate Greenberg	Final Approval - 11/3/2022

RESOLUTION NO. 2022-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2006-28, REESTABLISHING THE AGRICULTURE RESOURCE ADVISORY BOARD UNDER THE NEW NAME "AGRICULTURE ADVISORY COMMITTEE

WHEREAS, THE County of Inyo is a rural county with agriculture being one of its primary economic activities; and

WHEREAS, agricultural interests are impacted by Inyo County's water policies and mitigation measures implemented, and/or anticipated to be implemented pursuant to the Inyo/Los Angeles Long Term Water Agreement; and,

WHEREAS, the Board of Supervisors has the responsibility to make certain decisions of public concerns relating to agricultural issues and resources affecting residents and lands of Inyo County; and,

WHEREAS, in addition to the immediate matters relating to agricultural interests and mitigation under the Inyo/Los Angeles Long Term Water Agreement there arise from time to time other agriculture resource issues in the county requiring a decision of the Board of Supervisors; and,

WHEREAS, the Board of Supervisors wishes to receive substantial input and advice from the public to assist it in addressing agricultural resource concerns in Inyo County; and,

WHEREAS, the Board of Supervisors finds that an agriculture advisory committee, composed of interested persons from the agricultural communities in Inyo County, is an efficient and effective way for it to receive such public input and advice; and,

WHEREAS, it is therefore necessary, prudent, and in the public interest to create such an advisory committee and to provide it with operational guidelines to ensure that they not only are formed and act in accordance with state and local law, but perform the functions for which they were created.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, as follows:

1. Resolution 2006-28 is hereby rescinded and replaced by this Resolution.
2. There is hereby created an agricultural advisory committee in Inyo County. The purpose of the committee shall be to develop and provide information, advice, and

recommendations to the Board of Supervisors regarding agricultural issues in Inyo County.

3. The committee created herein shall be called the “Agriculture Advisory Committee”.
4. The Agriculture Advisory Committee shall consist of seven (7) voting members as described in Exhibit A.
5. All appointments to said Agriculture Advisory Committee, including those to fill any unscheduled vacancy, shall be made by the Board of Supervisors, upon the recommendation of the Agricultural Commissioner, and shall be made to the extent feasible in accordance with existing county procedures concerning appointments to advisory committees and with the Maddy Local Appointee List Act of 1975, set forth in Government Code Section 54970 et seq., which provides for the creation, keeping, and use of a list of appointive positions to which such appointments may be made.
6. Any member who fails to attend three consecutive Agriculture Advisory Committee meetings shall be considered automatically removed and a vacancy shall be deemed to have occurred unless good cause is shown. The Board of Supervisors shall be the sole judge as to whether good cause is shown.
7. In addition to the voting members appointed by the Board of Supervisors, the Agriculture Advisory Committee shall have nine (9) non-voting ex-officio members as described in Exhibit B.
8. Except for those of ex-officio status, members of the Agriculture Advisory Committee shall serve terms of three (3) years from the date of appointment.
9. The Agriculture Advisory Committee may from time-to-time form subcommittees of its voting members to gather information, conduct research, develop recommendations, and perform other tasks as necessary to assist the advisory committee in performing the duties requested of it by the Board of Supervisors pursuant to this Resolution.
10. The Agriculture Advisory Committee shall be subject to the Ralph M. Brown Act, set forth in Government Code Section 54950 et seq.
11. The Agriculture Advisory Committee is advisory only and shall have no general jurisdiction or authority with respect to land use issues; the committee shall only have jurisdiction and authority as necessary to perform specific tasks request of it from time to time by the Board of Supervisors.

12. The Agriculture Advisory Committee is advisory only and shall have no authority to set policy; the Board of Supervisors reserves the authority to deliberate and set county policy itself.
13. The Agricultural Commissioner shall assist the formations, organization, and function of the Agriculture Advisory Committee and shall act as a liaison with the County of Inyo.
14. The members of the Agriculture Advisory Committee created hereby shall serve thereon without compensation, with the exception that they shall be reimbursed for vehicle mileage costs incurred for travel to committee meetings which require a round trip in excess of fifteen (15) miles. Such expenses will be reimbursed by the Board of Supervisors in accordance with its customary mileage rates.

PASSED AND ADOPTED this 8th day of November, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Vice Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board

Exhibit A

Appointed Members of the Agriculture Advisory Committee

1. President of the Inyo/Mono Farm Bureau or their appointee
2. President of the Inyo/Mono Cattlemen's Association or their appointee
3. Los Angeles Department of Water and Power agricultural leasee
4. Tri-County Fair Board Chair or their appointee
5. Representative from local agricultural educators
6. Representative from a community business
7. Chamber of Commerce Member or their appointee

Exhibit B

Ex-Officio (non-voting) Members of the Agriculture Advisory Committee

1. Member of the Inyo County Board of Supervisors
2. Los Angeles Department of Water and Power
3. Bureau of Land Management
4. Inyo National Forest
5. Inyo County Sheriff's Office
6. California Department of Fish and Wildlife
7. University of California Cooperative Extension
8. Natural Resource Conservation Service
9. 4-H Club
10. FFA Club



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Lucy Vincent

SUBJECT: Approval of Budget Amendment and Amendment No. 1 to Crestwood Behavioral Health, Inc. Contract

RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2022-2023 Community Mental Health Budget (045200) as follows: increase revenue in Operating Transfer In (4998) by \$143,000 and increase appropriation in Support and Care-1099 (5508) by \$143,000 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2022-2023 Local Health & Welfare-Mental Health Realignment (500463) as follows: increase appropriation in Operating Transfers Out (5801) by \$143,000 (*4/5ths vote required*); and
- C) Approve Amendment No. 1 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract by \$143,000 to an amount not to exceed \$203,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services for an amount not to exceed \$60,000.00 was brought before your Board on June 7, 2022.

Since that time, an additional person was admitted to Crestwood's Bakersfield Mental Health Rehabilitation Center (MHRC); therefore, we are requesting an increase in the contract limit to accommodate the costs related to an additional conservatee being placed at the facility.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This would jeopardize the placement of the conservatees.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

100% Mental Health Realignment Funds, (at least one client's residential cost is partially reimbursed with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care-1099 (5508). No County General Funds.

ATTACHMENTS:

1. Inyo County-Crestwood Amendment 1 FY22-23
2. 20220607HHS-Behav.Health - CrestwoodBHContract (EXECUTED)

APPROVALS:

Lucy Vincent	Created/Initiated - 10/21/2022
Darcy Ellis	Approved - 10/21/2022
Lucy Vincent	Approved - 10/21/2022
Marilyn Mann	Approved - 10/26/2022
Melissa Best-Baker	Approved - 10/29/2022
Lucy Vincent	Approved - 10/31/2022
John Vallejo	Approved - 10/31/2022
Amy Shepherd	Approved - 11/2/2022
Denelle Carrington	Approved - 11/2/2022
Marilyn Mann	Final Approval - 11/2/2022

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRESTWOOD BEHAVIORAL HEALTH INC, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. _____, of California _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2022 _____, on County of Inyo Standard Contract No. 157 mo, for the term from July 1, 2022 _____ to June 30, 2023 _____.

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

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

County and Contractor hereby amend such Agreement as follows:

3. Paragraph D. is to read as follows:

The Limit upon amount payable under Agreement. the total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Three Thousand Dollars and no cents (\$203,000) (hereinafter referred to as "contract limit").

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**


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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

CONTRACTOR

By: 

Signature

Elena Mashkevich, Executive Director of County Contracts

Type or Print

Dated: 10/18/22

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral
Health –
Crestwood
Behavioral Health
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 7, 2022

WITNESS my hand and the seal of said Board this 7th
Day of June, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars and no cents (\$ 60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations

contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

12. NONDISCRIMINATION.

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

13. PATIENTS RIGHTS.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo
HHS – Behavioral Health Department
1360 North Main Street, Suite 124 Street
Bishop, CA 93514 City and State

Contractor:
Elena Mashkevich Name
520 Capitol Mall, Suite 800 Street
Sacramento, CA 95814 City and State

25. ENTIRE AGREEMENT.

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

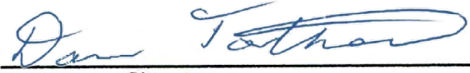
////

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF June, 2022.

COUNTY OF INYO

By: 
Signature

Dan Totheroh
Type or Print Name

Dated: 06/23/2022

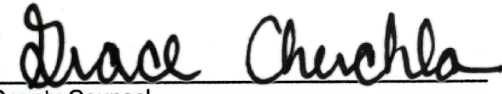
CONTRACTOR

By: 
Signature

Executive Director of Contracts
Type or Print Name

Dated: 5/3/2022

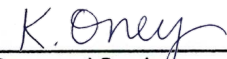
APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Additionally, Crestwood shall provide Inpatient Mental Health Rehabilitation Services as described on the attached document "Mental Health Rehabilitation Center Program Description."

Mental Health Rehabilitation Center (MHRC) Program Description

Mission

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

Services

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

Target Population

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients

- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

Program Features:

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

Program Goals

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

Clinical Program Description - Major Component

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
 - Stabilization from acute psychiatric symptoms
 - Resolution or reduction of psychiatric symptoms or problems
 - Treatment and stabilization of medication

- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
 - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
 - Training of vocational skills
 - Improvement in functioning: social, interpersonal, financial, occupational and academic
 - Improve cognitive, behavioral, interpersonal coping skills
 - Positive lifestyle change
 - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
 - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
 - Development of relapse prevention skills
 - Early intervention in the process of relapse to either the substance use or psychiatric disorder
 - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
 - Monitoring addiction recovery issues
 - Helping client develop specific recovery skills
 - Developing relapse prevention strategies

Assessment Process

The following assessments are completed within the designated time frames.

24 hr. Admission

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

7 Days

- Primary Assessment

10 Days

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

14 Days

- Interdisciplinary Team (IDT) Summary

30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

Admission Process

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

Discharge Process

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$67.00 per day.

The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:

**Level 1:1 - \$720 per day
MIST - \$450 per day
Level 1 - \$389 per day
Level 2 - \$354 per day
Level 3 - \$319 per day**

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	243.40	28.00 51.00 67.00 129.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated

Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
--	--	--

Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
--	--	---

<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers

Crestwood Center	Level 1	389.00	
Sacramento MHRC - 1106	Level 2	354.00	
NPI - 1356411656	Level 3	321.00	
Crestwood Behavioral Health Ctr	Level 1	424.00	
San Jose MHRC - 1107	Level 2	340.00	
NPI - 1376623256	Level 3	331.00	
Crestwood Behavioral Health Ctr		334.00	
Eureka MHRC - 1110			
NPI - 1124046008			
Crestwood Behavioral Health Ctr	Level (1:1)	720.00	
Bakersfield MHRC - 1115	MIST	450.00	
NPI - 1275610800	Level 1	389.00	
	Level 2	354.00	
	Level 3	319.00	
Crestwood C.E.N.T.E.R.	Level 1	380.00	
Angwin MHRC - 1116	Level 2	302.00	
NPI - 1316024953	Level 3	249.00	
Kingsburg Healing Center	Level 1	494.00	
Kingsburg MHRC - 1140	Level 2	437.00	
NPI – 1073989661	Level 3	375.00	
	Bedhold		Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00	
Vallejo MHRC - 1141	Level 2	332.00	
NPI - 1508935834	Level 3	294.00	
	Level 4	276.00	
Crestwood San Diego	Level 1	469.00	
San Diego MHRC - 1154	Level 2	402.00	
NPI - 1295146934	Level 3	334.00	
	Bedhold		Current Rate minus Raw Food Cost**

Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>	<u>Room and Board/Per Diem for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

<u>Adult Residential Facilities/Social Rehabilitation Center</u>	<u>Patch/Enhancement Per Day</u>
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor 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. Professional liability or general liability may be endorsed to include cyber coverage.

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

OTHER INSURANCE PROVISIONS

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

Attachment C: 2022 Insurance Requirements for Professional Services

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

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

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Attachment C: 2022 Insurance Requirements for Professional Services

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

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

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

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

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

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

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

-end-



County of Inyo



County Counsel/Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Christian Milovich

SUBJECT: Public Hearing to Determine Vested Mining Rights at the Panamint Valley Limestone Quarry Pursuant to Public Resources Code §2776

RECOMMENDED ACTION:

Request Board:

- A) Conduct public hearing on the Applicant's request for the County to make a Vested Mining Rights determination for the Panamint Valley Limestone Quarry;
- B) Find the recognition and confirmation of Vested Mining Rights is not a project subject to CEQA and direct staff to file a notice of exemption; and
- C) Adopt the proposed Resolution No. 2022-47 memorializing a determination of Vested Mining Rights, requiring the submission of an updated reclamation plan and financial assurances prior to any mining activity at the quarry that expands beyond the area already under the approved reclamation plan and covered by the current financial assurances, and adopting factual findings in support of the determination of Vested Mining Rights.

SUMMARY/JUSTIFICATION:

See attached report.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On August 29, 2022, the Inyo County Planning Department received an application from Shawn Barker Construction ("Applicant"), owner of a surface mining operation known as Panamint Valley Limestone Quarry located at 11500 Nadeau Road in the unincorporated area of the County ("Quarry"), requesting the County make a formal determination of Vested Mining Rights for the Quarry's 1,610 contiguous acres of land located on the east side of the Argus Range and the west side of Panamint Valley in the unincorporated area of the County.

The Board is the appropriate body to make such determinations under the law and must do so through a noticed public hearing process. Today's hearing is set in response to the Applicant's request for the Board to formally confirm the existence, scope, and extent of the legal nonconforming use (i.e., "vested rights") at the Quarry.

Please refer to the staff report included with this item for additional details and explanation.

The Application materials and exhibits can be found at the following link:

<https://www.inyocounty.us/services/planning-department/surface-mining-and-reclamation-act-smara#:~:text=Vested%20Rights%202022%2D01%20Shawn%20Barker>

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives:

1. Find that the Applicant failed to carry its burden to show that mining was occurring or an intent to mine existed at or near the time the use became nonconforming and determine that vested mining rights do not exist. If the Board's intention is to deny the Applicant's request, staff recommends that the Board move to tentatively deny the application and direct staff to return with written findings within 30 days of November 8, 2022.
2. Continue the Public Hearing to a new date and time and provide specific direction to staff about actions to take prior to the Board considering the project.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Staff Report
2. Proposed Resolution Determining Vested Mining Rights - Panamint Valley Limestone Quarry
3. Exhibit A to Resolution - Factual Findings
4. Exhibit B to Resolution - Vesting Determinations

APPROVALS:

Christian Milovich	Created/Initiated - 11/3/2022
Darcy Ellis	Approved - 11/3/2022
Cathreen Richards	Approved - 11/3/2022
Christian Milovich	Approved - 11/3/2022
John Vallejo	Final Approval - 11/3/2022

JOHN-CARL VALLEJO
County Counsel

CHRISTIAN E. MILOVICH
Assistant County Counsel

GRACE CHUCHLA
Chief Deputy County Counsel



MALLORY WATTERSON
Administrative Legal Assistant

P.O. Box M, 224 N. Edwards St.
Independence, CA 93526
760 878-0229

1360 N. Main Street
Bishop, CA 93514

OFFICE OF THE COUNTY COUNSEL

To: Board of Supervisors

From: Office of the Inyo County Counsel
Planning Department

Date: November 8, 2022

Re: Panamint Valley Limestone Quarry's Request for Confirmation of Vested Mining Rights Based on Past and Anticipated Future Land Use on 1,610 Acres

Recommended Action:

It is recommended that the Board:

- 1) Conduct a public hearing on the Applicant's request for a Vested Mining Rights determination.
- 2) Find the recognition and confirmation of Vested Mining Rights is not a project subject to CEQA and direct staff to file a notice of exemption.
- 3) Adopt the proposed Resolution (included herein as Exhibit 2) memorializing a determination of Vested Mining Rights, requiring the submission of an updated reclamation plan and financial assurances prior to any mining activity at the Quarry that expands beyond the area already under the approved reclamation plan and covered by the current financial assurances, and adopting factual findings in support of the determination of Vested Mining Rights.

Alternative Options:

- 1) Find that the Applicant failed to carry its burden to show that mining was occurring or an intent to mine existed at or near the time the use became nonconforming and determine that vested mining rights do not exist.

If the Board's intention is to deny the Applicant's request, staff recommends that the Board move to tentatively deny the application and direct staff to return with written findings within 30 days of November 8, 2022.

- 1) Continue the Public Hearing to a new date and time and provide specific direction to staff about actions to take prior to the Board considering the project.

Introduction and Overview:

Inyo County, through its Planning Department, serves as the Lead Agency in matters involving local land use activities and is responsible for implementing the County's land use and zoning codes as well as the requirements of the Surface Mining and Reclamation Act of 1975 ("SMARA", Public Resources Code ("PRC") section 2710 et seq. and California Code of Regulations section 3500 et seq.).

On August 29, 2022, the Inyo County Planning Department received an application from Shawn Barker Construction ("Applicant"), owner of a surface mining operation known as Panamint Valley Limestone Quarry ("Quarry"), requesting the County make a formal determination of Vested Mining Rights for the Quarry's 1,610 contiguous acres of land located on the east side of the Argus Range and the west side of Panamint Valley in the unincorporated area of the County. (Please refer to Exhibits A 1-5 of the Application, which is incorporated by reference as if fully set forth herein and can be found here:

<https://www.inyocounty.us/services/planning-department/surface-mining-and-reclamation-act-smara#:~:text=Vested%20Rights%202022%2D01%20Shawn%20Barker>)

Under SMARA, an operator cannot conduct surface mining operations unless it has: 1) obtained a permit from the County; 2) a reclamation plan has been submitted to and approved by the County; and 3) financial assurances to implement that reclamation have been approved by the County. An exception to the first requirement to obtain a use permit may exist if the mining operation began before local zoning ordinances first require a use permit for mining to occur. If such a showing can be made, a "vested mining right" is determined and replaces the need for a use permit. SMARA's other basic requirements for a reclamation plan and financial assurance to implement that plan will still apply. In other words, if the Applicant is found to have Vested Mining Rights, he will still need an approved reclamation plan, which plan will require environmental review under CEQA, and financial assurances to implement that plan.

Importantly, because the Quarry is located on both private land and federal land managed by the Bureau of Land Management ("BLM"), it too will have regulatory oversight over the Applicant's operations which are governed by federal permits.

Prior to 2017, lead agencies as well as the California State Mining and Geology Board made vested mining rights determinations. The law has recently changed, and now only lead agencies can make such determinations. Thus, your Board is the appropriate body to make such determinations (See PRC 2774.4) and must do so through a noticed public hearing process. Today's hearing is set in response to the Applicant's request for the Board to formally confirm the existence, scope, and extent of the legal nonconforming use at the Quarry.

To obtain a vested mining rights determination on the property, the Applicant must show, by a preponderance of evidence, that the mining operation was legally established and in existence, as

well as the geographic and operational scope of that pre-existing operation, prior to the passage of the County's zoning ordinance requiring a conditional use permit for surface mining.

Staff has reviewed and analyzed the request and all available pertinent evidence submitted by the Applicant and believes that the Applicant has made a sufficient showing for a Vested Mining Right to be legally recognized. This conclusion is guided by SMARA, various Court decisions as summarized below, the application and its referenced materials, and provided within the proposed findings

Vested Mining Rights Defined:

Under California law, a "vested right" is the right to continue an activity that "existed lawfully before a zoning restriction became effective," even though that use is "not in conformity with the ordinance when it continues thereafter." *Hansen Brothers Enterprises, Inc. v. Board of Supervisors* (1996), 12 Cal.4th 533, 540, fn. 1, 541. Whether a use is vested turns on the date on which a zoning ordinance first restricted the use and on evidence of use of, or objective intent to use, the land as of that "vesting date." *Id.* at 542, 560-61.

As a general rule, the law of nonconforming uses when handling "grandfathered" or "pre-existing uses" identifies three elements that must be in place for a property to have a vested right in a nonconforming use:

- 1) The use must be in existence prior to the enactment of the restricting ordinance;
- 2) The use must have been lawful when begun; and
- 3) The use must be of substantial nature so as to warrant constitutional protection of a property right.

The retroactive application of a zoning law ordinance that extinguishes a pre-existing nonconforming use, without due process, violates well-established constitutional principles. Therefore, the following information, as well as evidence provided to the Board by the Applicant during today's hearing, is presented for the Board to consider for a quasi-judicial decision.

County's Land Use Regulation of Mining:

Inyo County's original zoning ordinance was adopted in 1960, through Ordinance No. 78, but was silent as to mining restrictions or regulations. The County's first zoning law ordinance that required a use permit to mine was not adopted until May 20, 1970, through Ordinance No. 182 (see Exhibit F-3 of the Application). May 20, 1970 is therefore considered the "vesting date" for purposes of this analysis. Ordinance 182 also provided that any nonconforming uses established prior to the ordinance may continue.

SMARA was enacted in 1975 and required all surface mining operations in the state – including vested operations – to have an approved reclamation plan. Pursuant to SMARA, every lead agency is required to adopt ordinances in accordance with the state policy, which established procedures for the review and approval of reclamation plans and financial assurances and the issuance of a permit to conduct surface mining operations. A mining ordinance required the establishment of procedures, one of which required at least one public hearing. The local

ordinance is periodically reviewed by the lead agency and revised, as necessary, to ensure that the ordinance continues to be in accordance with state policy. Inyo County SMARA ordinance is codified in Chapter 7 of the Inyo County Code.

Regulatory and Statutory Authority Considerations:

Determinations of vested mining rights are supported by Inyo County Code Chapters 7.70 and 18.12 and SMARA (PRC §2710 et seq. and California Code of Regulations §3500 et seq.). As stated above, persons wishing to conduct surface mining operations in the County must first acquire (1) a conditional permit from the County (or a vested rights determination) and obtain (2) an approved Reclamation Plan and (3) provide financial assurances for reclamation prior to commencement. SMARA further requires that all existing or “vested” surface mining operations have an approved reclamation plan and financial assurances to insure implementation of the plan. Otherwise, after March 31, 1988, continuance of mining without an approved reclamation plan and financial assurances is impermissible, even for public agencies and vested mining operations.

Sections of the Inyo County Code Applicable to Vested Rights:

Section 7.70.020 B.:

A person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall submit to the county planning department a reclamation plan for operations to be conducted after January 1, 1976.

With regard to the Applicant’s request for a vested rights determination, Section 7.70.020 B makes clear that any mining at the Quarry after such determination is made that serves to expand its current operations will still require the Applicant to submit a reclamation plan for the review and approval of the County Planning Commission and by default this will require environmental review under CEQA as a discretionary action.

Section 18.78.230:

Any use lawfully occupying a building or land, at the time of adoption of the ordinance codified in this title or of any subsequent amendment thereto, which does not conform to the regulations of the district in which it is located is a nonconforming use, and may continue except as otherwise provided herein...

Section 18.78.230 is basically a description of grandfathering law. As applied to the current request for confirmation of vested rights, in the simplest of terms, it means that since the Quarry was established before the County adopted the requirement for mines to obtain conditional use permits, the use (as a mining operation) may continue without a conditional use permit issued by the County. In this way, any confirmation of vested rights essentially memorializes the fact that mining has been, and will continue to be, an allowed use as was provided for in the County Code at the time the Quarry was established.

In 1991, the County approved a Reclamation Plan and CUP to modernize the existing Quarry and apply SMARA’s standards (see Exhibit F-5 of the Application). The reclamation plan and

use permit applied to approximately 250 acres, representing that portion of the Quarry being operated at that time and in the foreseeable future, but did not address or consider the remaining unexcavated portions (i.e., the bulk of the acreage under consideration today). The County's staff report at the time expressly stated that the County had treated the Quarry as a legal nonconforming use and did not expressly suggest the operator was abandoning any aspect of its vested rights by applying for the permit. That a use permit was sought at that time does not necessarily indicate the owner's intent to abandon any preexisting rights nor does it preclude the County from confirming these rights now. (See *Consolidated Rock Products Co. v. City of Los Angeles* (1962) 57 Cal.2d 515, 534.)

Case Law Interpreting Vested Rights Under SMARA:

A number of Court decisions provide guidance for making findings for Vested Mining Rights.

Hansen Brothers. The definitive decision on Vested Mining Rights in California is the California Supreme Court case *Hansen Brothers Enterprises, Inc. v. Board of Supervisors of Nevada County* (1996) 12 Cal. 4th 540 ("*Hansen Brothers*"). *Hansen Brothers* recognized that expansion of existing surface mining operations after January 1, 1976, may be recognized as a vested non-conforming use under the doctrine of "diminishing assets". The doctrine of diminishing assets recognizes that some nonconforming uses, especially mining, must be expanded in order for the nonconforming use to continue. The Court observed that the very nature of the excavating business contemplates the use of land as a whole, not a use limited to a portion of the land already excavated.

Hansen Brothers articulates four key principles relevant to this application.

1. Under the "diminishing asset" doctrine, a vested mining operation may expand into portions of a tract of land that was not yet disturbed on the vesting date if the record shows an objective manifestation of the operator's intent to devote the entire area to the operation.
2. A vested mining right includes the right "to engage in uses normally incidental and auxiliary to the nonconforming use."
3. Increases in production to serve market demand are part of the vested right, and do not represent a change or expansion of use.
4. Vested Mining Rights can be abandoned only upon the occurrence of two factors:
 - a. Intent of the owner to abandon the right; and
 - b. There must be an overt act, or failure to act, that implies the owner/operator no longer claims a vested mining right.

The party claiming abandonment of a vested right has the burden of showing, by clear and convincing evidence, that a landowner knowingly and intentionally waived its vested rights.

Hardesty. *Hardesty v. State Mining and Geology Board* (3rd Dist. 2017) 219 Cal. Rptr. 3d 28, previously published at 11 Cal. App. 5th 2017¹ (“*Hardesty*”). *Hardesty* is the only California case that has found an abandonment of Vested Mining Rights. The court held that a landowner abandoned his vested mining right by certifying to the government in an official document “that all mining had ceased, with no intent to resume, which was uniquely persuasive evidence of abandonment.” (*Hardesty* at p. 814.) This explicit certification documented and signed by the landowner evidenced an intent to abandon and discontinue mining operations. No such statement or certification exists in relation to the Quarry.

Summary of the Applicant’s Property History, Ownership and Development:

The Quarry is located on both private land and federal land managed by the Bureau of Land Management (“BLM”) and is comprised of 12 patented mining claims and a number of unpatented mining claims. The current operations, which are the subject of the 1991 CUP issued by the County, are focused near the mouth of Revenue Canyon and mining disturbance extends south to Bendire Canyon. In general, the Quarry boundaries track prominent limestone exposures on the eastern edge of the range. Access is from Nadeau Road via State Highway 179 (Trona Wildrose Road). Please refer to Exhibits A1-5 of the Application for maps and Exhibit E for federal mining claims.

The record shows that small-scale mining commenced at the Quarry as early as 1909 and by the 1950s the level of development had increased dramatically. In 1955, the West End Chemical Company acquired federal mining claims for part of the Quarry and began mining and processing limestone at a commercial scale to support its manufacturing of borax, soda ash, sodium sulfate, and lime. In 1956, West End merged with another chemical manufacturing company, and the new entity installed a rotary kiln and made other improvements enabling a significant increase in Quarry production. After 1970, commercial-scale mining uses continued and still exist today. Please refer to Exhibits B-E of the Application for documentation in support of historical operations.

Ownership of the Quarry has changed through transactions in 1974, 1990, 1997 and 2015, and at all times, mining and processing remained the sole land use at the Quarry. The Applicant has owned and operated the Quarry since 2015. The Quarry has operated as a mine at all relevant times prior to and after the adoption of the County’s applicable zoning ordinance (in 1970)².

A full history of the mine and backup factual documentation are included in the application and referenced materials, which are incorporated herein by reference. The Application can be found at the following link: <https://www.inyocounty.us/services/planning-department/surface-mining-and-reclamation-act-smara#:~:text=Vested%20Rights%202022%2D01%20Shawn%20Barker>

¹ Review of this case by the California Supreme Court was denied on August 9, 2017, and the case ordered not to be officially published, meaning citation in court is prohibited, Cal. Rules of Court, Rules 8.1105 and 8.1110, 8.1115, 8.1120 and 8.1125. Nevertheless, the Planning Commission is not bound by this restriction and, in any event, this court’s analysis and rationale for this decision is instructive.

² The right to use the land as a nonconforming use runs with the land, not the owner. Transfer of title does not affect the right to continue a lawful nonconforming use. *City of Los Angeles v. Gage* (1954) 127 Cal.App.2d 442.

Analysis:

The County has historically treated the Quarry as a legal nonconforming use but has not made a formal determination concerning the scope and extent of that use. The Applicant is now requesting that formal determination be made.

As outlined above, in making its determination, the Board should look at the four key points:

1. Did the Quarry's operations commence before the May 20, 1970 vesting date?
2. What was the geographic scope of the non-conforming use on the vesting date?
3. What are the operational and volumetric scope of those rights?
4. Has there been any termination or abandonment of the vested right?

1. Did the Quarry's operations commence before the May 20, 1970 vesting date?

As detailed above, and demonstrated in greater detail during the hearing, the Quarry has a long and well-documented history that supports a finding that surface mining operations began before the County first required a use permit for mining in May of 1970.

The Quarry's mining operations began as early as 1909 and, in any event, were in full swing by 1955 and have continued since that time. The record demonstrates that mining operations expanded over time through both development and progressive land acquisitions, including construction of roads and various infrastructure, and by 1963, the Quarry's operator had secured rights to all 1,610 acres of patented and unpatented mining claims.

2. What was the geographic scope of the non-conforming use on the vesting date?

According to the court in *Hansen Brothers*, the geographic scope of a vested mining use extends to the entire tract of land which the operator objectively intended to devote to mining uses. The determining factor, with respect to the geographic scope of vested rights, is "whether the nature of the initial nonconforming use, in the light of the character and adaptability to such use of the entire parcel, manifestly implies that the entire property was appropriated to such use prior to adoption of the restrictive zoning ordinance." (*Hansen Brothers*, at 557.) In other words, a vested mining operation may expand into portions of a tract of land that was not yet disturbed or fully excavated on the vesting date if the record shows an "objective manifestation" of the operator's intent to devote the entire area to the operation. (*Hansen Brothers* 555-556) This is the "diminishing asset" doctrine and has been adopted by most courts that have reviewed the issue.

As applied to the Quarry, the rights to the entire 'tract' of 1,610 acres (the acreage to which this application applies) intended for extraction of limestone was secured by the mine operator by 1963, well before the County passed its applicable zoning provisions. The record shows that the location of the claims correspond to an exposed limestone deposit that outcropped in a north-to-south manner and are intended as a part of a contiguous, integrated, and expanding commercial surface mining operation. The operation included mineral extraction, stockpiling, crushing, processing, hauling, roads and infrastructure and at all relevant times mining was the sole use on the tract. These facts support a finding that the requisite intent to use the entire 1,610 tract for mining purposes existed.

3. What are the operational and volumetric scope of those rights?

As discussed in *Hansen*, in determining the use to which the land was being put at the time the use became nonconforming, the overall business operation must be considered. “[O]ne entitled to a nonconforming use has a right to ... engage in uses normally incidental and auxiliary to the nonconforming use” (*Hansen Brothers*, at p 565.)

For commercial surface mining operations, such as the Quarry, this includes, but is not limited to, mining, blasting, crushing, stockpiling, processing, trucking, and selling extracted product as well as all equipment used to effectuate such activities. The modernization and upgrading of any necessary equipment would also be included in the Quarry’s operational scope vis a vis its vested rights. *Hansen Brothers* recognized that vested mining uses can and do evolve. (*Id.* at 571-575.) As the court explained, however, operational changes made in conjunction with a vested mining use does not, by itself, establish that the vested use has been unlawfully expanded. (*Id.* at 573-575.) Instead, the inquiry must focus on whether the change (or modernization or addition of equipment) affects the fundamental nature of the underlying vested use. (*Id.* at 565-566, 571-575.) In other words, in making its determination under this question, the Board should look to the fundamental nature of the Quarry’s use at the vesting date to determine the operational scope.

With regard to volumetric scope, the court’s guidance in *Hansen Brothers* is similarly useful. *Hansen Brothers* recognized that an increase in production to serve market demand is part of the vested right, as originally contemplated, and does not represent an expansion of use as a matter of law. (*Hansen Brothers*, p. 572-573.) The record shows that the Quarry’s historic volumetric production has fluctuated in response to market demand and by 1957 it was producing limestone at an estimated rate of 600,000 tons per year. The law would support production at that level, with increases above the levels existing at the vesting date as needed to meet market demand.

4. Has there been any termination or abandonment of the vested right?

As outlined in the *Hansen* case, property rights cannot be abandoned unless the owner intends to abandon its rights and further, performs an overt act, or failure to act, suggesting that it is disclaiming its rights. (*Hansen Brothers*, supra, 12 Cal.4th at 569.). Mere cessation of use does not of itself amount to abandonment although the duration of nonuse may be a factor in determining whether the nonconforming use has been abandoned. *Id.*

Indeed, historical cases, as well as common mining practice, confirm that holding a mineral reserve as inventory does not result in abandonment:

There are many cases where from non-use of a right the inference of abandonment may fairly be made; but that does not apply to such a case as this. It is not so generally true that the owner of mines does work every mine, which he has a right to work; and therefore the relinquishment of the right can not be presumed from the non-exercise of it. It is well known that mines remain unwrought for generations; that they are frequently purchased or reserved, not only without any view to immediate

working, but for the express purpose of keeping them unwrought until other mines shall be exhausted, which may not be for a long period of **time**. It is impossible therefore to infer that this right is extinguished, though there is no evidence of the exercise of it....”

(*Seaman v. Vawdrey*, 16 Vesey, Jr. 390. High Court of Chancery, 1810³.)

The *Hardesty* case is the only California case to have found an abandonment of a vested mining right. Critical in the *Hardesty* court’s finding was that the operator Hardesty’s signed and certified on an official government document that the mine was closed and the operator had no intent to resume operations.

The record supports the conclusion that vested mining rights have never expressly been abandoned in relation to the Quarry. The Quarry has been used for the sole purpose of mineral extraction since 1970 and while periods of inactivity have occurred, the record suggests they have occurred in response to market demand rather than an overt act to cease operations, and the Quarry has consistently been maintained in a condition that allowed operations to resume. Further, holding mining claims in inventory does not equate to abandonment and is common practice in the mining world. Further, the fact that the Quarry secured a use permit from the County in 1991 along with its reclamation plan, does not suggest a waiver of vested rights. (*Consolidated Rock Products Co. supra*, 57 Cal.2d at 534

In summary, as May 20, 1970, the vesting date, the Quarry’s owners had acquired claims to the entire 1,610 acres subject to this application, the Quarry was a major surface mining and mineral processing operation that had legally commenced operating many years prior, and its owners were focused on future growth and expansion. Therefore, the facts presented support a finding of Vested Mining Rights across the 1,610 acres covered by this application.

PUBLIC COMMENTS:

No public comments have been received as of the date of this report was published.

Determination of Vested Rights for Mining for the Panamint Valley Limestone Quarry:

1. Preponderance of the Evidence: The Applicant has the burden of proof in demonstrating a claim for Vested Mining Rights. The Board shall determine whether the Applicant, by a preponderance of the evidence, has demonstrated through oral testimony, exhibits and public comments, enough evidence to support the claim for Vested Mining Rights. The amount of evidence required is determined on a case-by-case basis.

Recommendation that the Inyo County Board of Supervisors:

Recommended Action:

It is recommended that the Board:

³ As explained above, the Seaman cases in non-binding precedent in a California court but the analysis and rationale for this decision may be considered instructive for purposes of a quasi-judicial determination

- 1) Conduct a public hearing on the Applicant's request for a Vested Mining Rights determination.
- 2) Find the recognition and confirmation of Vested Mining Rights is not a project subject to CEQA and direct staff to file a notice of exemption.
- 3) Adopt the proposed Resolution (included herein as Exhibit 2) memorializing a determination of Vested Mining Rights, requiring the submission of an updated reclamation plan and financial assurances prior to any mining activity at the Quarry that expands beyond the area already under the approved reclamation plan and covered by the current financial assurances, and adopting factual findings in support of the determination of Vested Mining Rights.

Alternative Options:

- 1) Find that the Applicant failed to carry its burden to show that mining was occurring or an intent to mine existed at or near the time the use became nonconforming and determine that vested mining rights do not exist.
If the Board's intention is deny the Applicant's request, staff recommends that the Board move to tentatively deny the application and direct staff to return with written findings within 30 days of November 8, 2022.
- 1) Continue the Public Hearing to a new date and time and provide specific direction to staff about actions to take prior to the Board considering the project.

ATTACHMENTS:

Exhibit 1: The Application materials, incorporated herein and referenced throughout this report, can be found at the following link: <https://www.inyocounty.us/services/planning-department/surface-mining-and-reclamation-act-smara#:~:text=Vested%20Rights%202022%2D01%20Shawn%20Barker>

Exhibit 2: Proposed Resolution with required Factual Findings and Vesting Determinations.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, MEMORIALIZING A DETERMINATION OF VESTED MINING RIGHTS AT THE PANAMINT VALLEY LIMESTONE QUARRY

WHEREAS, pursuant to Surface Mining and Reclamation Act (Public Resources Code §2710, et seq.), the California Code of Regulations (14 C.C.R. §3950, et seq.), and *Calvert v. County of Yuba*, (2006) 145 Cal.App.4th 613, a public hearing was duly noticed and conducted by the Board of Supervisors on November 8, 2022 for purposes of making a vested rights determination for the Panamint Valley Limestone Quarry located at 11500 Nadeau Rd. in the unincorporated area of Inyo County (the “Quarry”); and

WHEREAS, during the public hearing, the Inyo County Board of Supervisors heard and received all oral and written protests, objections, and evidence, which were made, presented, or filed, and all persons in attendance were given the opportunity to hear and be heard in respect to any matter relating to the vested rights determination; and

WHEREAS, the Inyo County Board of Supervisors has duly considered the evidence presented and finds that all Factual Findings should be made as set forth in Exhibit A, attached hereto and incorporated herein by this reference, and that the vested mining rights should be determined for the Quarry as further set forth in the Vesting Determinations listed in Exhibit B, attached hereto and incorporated herein by this reference.

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

1. The recitals above are incorporated herein as findings.
2. Based on the evidence presented and California Supreme Court case of *Hansen Bros. Enterprises v. Nevada County*, (1996) 12 Cal.4th 533, the Board of Supervisors declares, approves and adopts all Factual Findings listed in Exhibit A, attached hereto and incorporated herein by this reference, and determines that the Quarry has a vested right to surface mine as further set forth in the Vesting Determinations listed in Exhibit B, attached hereto, and incorporated herein by this reference.
3. Notwithstanding this determination, the submission of an updated reclamation plan and financial assurances shall be required prior to any mining activity at the Quarry that expands beyond the area already under the approved reclamation plan and covered by the current financial assurances.
4. This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code § 21080 because it is not a “project” under the meaning of Public Resources Code § 21065 and Title 14 California Code of Regulations § 15378. The determination of vested rights is simply a recognition of an existing legal right to extract resources and therefore, the decision does not result in the direct or indirect physical change in the environment.

PASSED AND ADOPTED this ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

FACTUAL FINDINGS

Based on the totality of evidence presented in the record, in addition to specific references to evidentiary facts referenced below, the County makes the following factual determinations:

1. On May 20, 1970, the County first adopted a use permit requirement applicable to surface mining operations (Ordinance No. 182). This is the “vesting date.” (Inyo County Ordinance No. 182 and Zoning Map, attached as Exhibit F-3 and F-4 to applicant’s request.)
2. Surface mining operations commenced at the Quarry before 1955. (See Assorted Federal Mining Claims; San Bernardino Sun-Telegram, *West End Final Project Begun by ‘Borax’ Smith*, p. 24 (March 29, 1953); San Bernardino Sun-Telegram “*Non-Metallics Produced by West End Chemical Co.*,” p. 22-D (April 11, 1954); San Francisco Examiner, *Pure Lime Rock Deposit Discovered*, p. 19 (October 22, 1955) [demonstrating that by 1955, the West End Chemical Company had assembled an approximately 1,400-acre mining property and had begun commercial-scale mining and processing operations to support the manufacturing of borax, soda ash, sodium sulfate, and lime], attached as Exhibits B-1, B-2, B-4, and E to applicant’s submittal.)
3. By the vesting date, the integral parts of the surface mining operation included extraction, blasting, crushing, processing, stockpiling, off-road and on-road hauling, trucking and sales, together with normal incidental and auxiliary activities. (See Exhibits B and C attached to the applicant’s submittal [comprising of historical newspaper articles and corporate records concerning the Quarry property].)
4. By the vesting date, the operators assembled a contiguous tract of 1,610 acres of patented and unpatented mining claims, and objectively intended to devote the entirety of that tract to surface mining operations. (See Exhibits D, E, and G, attached to the applicant’s submittal [demonstrating that by 1963, Stauffer Chemical Company had assembled the approximately 1,610-acre contiguous Quarry property that exists today].)
5. At all times, surface mining operations have occurred at a production level necessary to serve market demand, and annual production has been substantial, achieving levels prior to the vesting date of an estimated 600,000 tons per year. (See San Bernardino County Sun, *West End Chemical Co. Has New Lime-Making Facilities*, p. 11-D (September 29, 1957); Stauffer Chemical Company, Annual Report (1956), Minutes of Special Meeting of Stockholders of Stauffer Chemical Company (September 25, 1956), Minutes of One Hundred First Meeting of the Board of Directors of Stauffer Chemical Company (June 4, 1957) [demonstrating that by 1957, the West End Chemical Company had merged with Stauffer Chemical Company, and Quarry production had increased to serve Stauffer’s new sodium sulfate unit and new lime kiln, and was anticipated to continue to grow. It is conservatively estimated that Quarry operations produced approximately 600,000 tons of limestone that year, based on industrial production records], attached as Exhibits B-6, B-7, C-2, C-4, and C-5 to applicant’s submittal.)

Exhibit 1

6. No facts in the record show an intention or action evidencing any intention to abandon the mining use.

VESTING DETERMINATIONS

Based on the totality of the evidence presented in the record and the factual findings drawn from that evidence, the County makes the following determinations:

1. Surface mining operations are vested to continue on the approximately 1,610-acre tract of patented and unpatented mining claims, shown on Exhibits A-3 and A-4 of the applicant's Request for Confirmation of Vested, Nonconforming Status.
2. The vested mining right on the 1,610-acre tract of patented and unpatented mining claims shown on Exhibits A-3 and A-4 includes the following:
 - a. The right to exhaust the Quarry's mineral reserves in volumes necessary to meet market demand, consistent with historical production;
 - b. The right to utilize all customary mining methods and equipment as reasonable and necessary to extract, blast, transport, process, crush, wash, sort stockpile, load, and otherwise manage commercial quantities of minerals from the vested Quarry; and
 - c. The right to continue surface mining operations at the vested Quarry, subject to maintaining a County-approved and valid reclamation plan and financial assurances pursuant to SMARA for mined areas.
3. The vested mining use has not been abandoned or waived since its inception.



County of Inyo

County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Meaghan McCamman

SUBJECT: Permanent Local Housing Allocation Plan

RECOMMENDED ACTION:

Request Board: A) conduct a public hearing to receive input on the Permanent Local Housing Allocation Plan; and B) approve Resolution No. 2022-48, titled, "Authorizing Resolution for Projects Utilizing Permanent Local Housing Allocation Funds," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The California Department of Housing and Community Development (HCD) has announced that Inyo County is eligible for \$622,622 over 5 years through the Permanent Local Housing Allocation (PLHA). It is currently year 3 of the program and funds have been available since program year 2019; this year, Inyo County staff plans to apply for years 1, 2, and 3 combined, equaling \$490,685. The final two years of Inyo's PLHA 5 year allocation will be available next year and the following year.

On October 11, 2022, staff brought a draft PLHA plan to this Board for feedback. The draft plan presented on October 11 is largely identical to the one presented today, though Board direction to further incentivize the rental of accessory dwelling units (ADUs) developed with PLHA funds to the very low income has been added in the form of increased partial loan forgiveness for landlords renting to tenants under 30% AMI.

Area Median Income	1 person	2 people	3 people	4 people
30% AMI	\$17,400	\$19,850	\$23,030	\$27,750
60% AMI	\$34,740	\$39,690	\$44,670	\$49,620
Median	\$57,900	\$66,150	\$74,450	\$82,700
120% AMI	\$69,500	\$79,400	\$89,350	\$99,250

BACKGROUND/HISTORY OF BOARD ACTIONS:

Staff brought a draft plan to this Board on October 11, 2022, and amended the draft plan as instructed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the Resolution approving Inyo County's 5-year plan for PLHA funds. This would prevent the County from pulling down PLHA funds this year, and would forfeit year 2019 funds which are set to expire after this round of funding.

OTHER AGENCY INVOLVEMENT:

California Department of Housing and Community Development, Mammoth Lakes Housing, City of Bishop.

FINANCING:

PLHA funds are provided pursuant to SB 2 (Chapter 364, Statutes of 2017). SB 2 established the Building Homes and Jobs Trust Fund and authorizes HCD to allocate 70% of moneys collected and deposited in the fund to Local governments for eligible housing and homelessness activities.

ATTACHMENTS:

1. Inyo County 2022 PLHA Application
2. Inyo County PLHA Resolution 2022-48

APPROVALS:

Meaghan McCamman
Darcy Ellis
John Vallejo
Amy Shepherd
Nate Greenberg

Created/Initiated - 11/2/2022
Approved - 11/3/2022
Approved - 11/3/2022
Approved - 11/3/2022
Final Approval - 11/3/2022

Permanent Local Housing Allocation (PLHA) Formula Allocation

2022 Application for New Applicants



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

**Final Filing Date: October 31, 2022
at 4:00 P.M. PST**

Instructions

This application form is limited to Applicants who did not apply to the 2020 and 2021 Formula Allocation NOFA

Rev. 2/16/22

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>. All applicable information must be received by HCD no later than 4:00 p.m. on:

Monday, October 31, 2022

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. If you encounter problems with the application, please fill out the Application Support worksheet and email the entire workbook to Application Support at AppSupport@hcd.ca.gov and PLHA@hcd.ca.gov

General Instructions Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Applicant input. Failure to provide the required attachments and documentation will disqualify your application from consideration.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Payee Data" for Applicant 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program.

Applicant must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application


302(c)(4) Plan

Legislative Contacts

Checklist

Threshold Requirement	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Yes
	App1 TIN	0	Yes
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A1)	Yes
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Yes
X	Executed Application	Provide a copy of the signed application. Signature in blue ink preferred.	Yes

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Local Government Formula Allocation for New Applicants				Rev. 2/16/22
Eligible Applicant Type:		Nonentitlement.		
Local Government Recipient of PLHA Formula Allocation:		Inyo County		
2020 PLHA NOFA Formula Allocation Amount:	\$103,770	2020 NOFA Allowable Local Admin (5%):	\$5,189	
2021 PLHA NOFA Formula Allocation Amount:	\$166,285	2021 NOFA Allowable Local Admin (5%):	\$8,314	
2022 PLHA NOFA Formula Allocation Amount:	\$220,630	2022 NOFA Allowable Local Admin (5%):	\$11,032	
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.				
The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.				
If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.				
For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.				
Eligible Applicants §300				
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.				
Applicant:		County of Inyo		
Address:		PO Drawer N		
City:	Independence	State:	CA	Zip: 93526
County:	Inyo			
Auth Rep Name:	Nathan Greenberg	Title:	County Administrator	Auth Rep. Email: ngreenberg@inyocounty.us
Phone:	760-937-1209			
Address:	PO Drawer N	City:	Independence	State: CA
Zip Code:	93526			
Contact Name:	Meaghan McCamman	Title:	Assistant County Administrator	Contact Email: mmccamman@inyocounty.us
Contact Phone:	760-937-1253			
Address:	PO Drawer N	City:	Independence	State: CA
Zip Code:	93526			
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?				No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
A sample agreement can be found by double clicking on the icon to the right				
File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Uploaded to HCD?	
File Name:	App1 TIN		Uploaded to HCD?	
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A1)	Uploaded to HCD?	
Eligible Activities, §301				
§301(a) Eligible activities are limited to the following:				Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.				<input type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.				<input checked="" type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.				<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.				<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.				<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.				<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.				<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.				<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.				<input type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.				<input type="checkbox"/> YES
Threshold Requirements, §302				
§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.				Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.				Yes
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.				
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.				
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?				
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.				
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.				
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.				
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.				
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?				
File Name:	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	
Administration				
Applicant agrees to adhere to §500, Accounting Records.				
Applicant agrees to adhere to §501, Audits/Monitoring of Project Files.				

Applicant agrees to adhere to §502, Cancellation/Termination.				
Applicant agrees to adhere to §503, Reporting.				
Certifications				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Authorized Representative Printed Name		Title	Signature	Date

§302(c)(4) Plan

Rev. 2/16/22

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.
 Inyo County will use the funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including ADUs, that meets the needs of a growing workforce earning up to 120-percent of AMI (Activity 2). ADUs shall be available for occupancy for a term of no less than 30 days. PLHA funds will be utilized for two programs under this activity: A) Beginning in year 1 and continuing through year 5, Inyo County will use PLHA funds to provide a low-interest loan program for low-to-moderate income homeowners in need of repairs on their single family homes, or mobile homes set on a permanent foundation, and owners of multi-family rental properties where at least half of tenants are low income households under 60% AMI; and B) loans to low-to-moderate income homeowners for the development of ADUs and JADUs for long-term rental, with up to 20% of the loan forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income under 60% AMI and 30% of the loan forgivable if the ADU was rented for at least 5 years to a tenant with income under 30% AMI. During the term of this program, Inyo County will seek additional funds to add to the program and increase the amount available in this revolving loan fund, and program income will be returned to the loan fund.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).
 Inyo County will prioritize investments for households with incomes at or below 60% AMI by making low interest loans available to owners of multi-family rental housing for rehabilitation and repair only if at least half the tenants are low income households under 60% AMI; and by providing loans to low-to-moderate income homeowners for the development of ADUs and JADUs for long term rental, with up to 20% of the loan forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income under 60% AMI and 30% of the loan forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income under 30% AMI.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government’s Housing Element.
 This proposed use of PLHA funding is directly in line with Inyo County Housing Element Program 1.1.1 and Inyo County Housing Element Program 1.2.1. Inyo County Housing Element Program 1.1.1 reads: The County has initiated a rehabilitation program with the goal of encouraging owners of vacant houses to rehabilitate them and rent or sell them. This program also includes funding for ADUs/JADUs. Inyo County Housing Element Program 1.2.1: The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard residential structures and neighborhoods into compliance with County Code and be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing. Using PLHA funds and the above-described 5-year plan, funding will be available both for Housing Element Program 1.1.1 and 1.2.1.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.	Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	50%
Allocated funds for this eligible activity will be used to advance two programs detailed in Inyo County’s Housing Element: 1) Housing Rehabilitation Funding (including ADU and JADU); and 2) Housing Rehabilitation Code Enforcement. The funds will be marketed to Inyo County homeowners as an inexpensive opportunity to invest in home upkeep, rehabilitation, and ADU development for purposes of owner-occupied housing or rental housing, and Inyo’s Code Enforcement Officer will have informational materials on the programs that can be shared with homeowners whose houses are in a state of disrepair. For ADU/JADU construction, this program will be paired with the release of pre-approved ADU prototypes and plans, that can vastly lower the cost of building additional dwelling units on existing property. ADU/JADUs that are constructed with these loans or utilize the preapproved ADU prototypes will not be eligible to be permitted for overnight or short term rentals. Loans of up to \$25,000 will be available for single family home rehabilitation, loans of up to \$10,000 per unit for multifamily housing units, or loans of \$75,000 for ADU/JADU construction. For multifamily housing rehabilitation loans to be		

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2020	2020	2021	2021	2022	2022	2023	2023					
Type of Affordable Housing Activity	Rehab and preservation of rental and ownership housing	Development of rental housing	Rehab and preservation of rental and ownership housing	Development of rental housing	Rehab and preservation of rental and ownership housing	Development of rental housing	Rehab and preservation of rental and ownership housing	Development of rental housing	Rehab and preservation of rental and ownership housing	Development of rental housing					
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%					
§302(c)(4)(E)(ii) Area Median Income Level Served	120%	120%	120%	120%	120%	120%	120%	120%	120%	120%					TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	125	125	125	125	125	125									750
§302(c)(4)(E)(ii) Projected Number of Households Served	2	1	3	1	4	2									13
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55	55	55	55	55	55					
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.															

The County has already established a relationship with Mammoth Lakes Housing, an affordable housing provider, to develop guidelines for this program, which were completed in 2021. The County anticipates partnering with Mammoth Lakes Housing to draft an application form for both the rehabilitation program and the ADU/JADU loan program by January, 2023, for Board of Supervisors approval. Upon approval, the program would begin accepting applications. This will happen in Q1 of 2023.

Application Development Team (ADT) Support Form

Rev. 2/16/22

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. and PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:	Meaghan McCamman	Date Requested:	9/26/22	Application Version Date:	2/16/22
Organization:	County of Inyo	Email:	mmccamman@inyocounty.us	Contact Phone:	760-937-1253

Justification: I have saved this in xls. Format as instructed on the form, but in doing so, I lost a lot of the functionality that was available in xlsx. Format. In xls. Format, I'm unable to check line 26 in the formula allocation application, indicating that I plan to use funds under eligible activity 301(a)(2)

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	PLHA Supp App	Formula Allocation Application	eligible activities 301	AJ26	Unable to check box	High		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

AUTHORIZING RESOLUTION OF _____

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

_____ of the _____ of _____

_____ hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA _____ in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by _____ to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. _____ is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the _____ this
_____ day of, _____ 2022, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of _____ does hereby attest and certify that the _____ Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the _____ which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 8, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of November 1, 2022.

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.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/2/2022
Final Approval - 11/2/2022



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: November 8, 2022

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for the Quarter Ending September 30, 2022

RECOMMENDED ACTION:

Treasury Status Report for the Quarter Ending September 30, 2022.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market value of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. 09-30-2022 Treasury Status Report

APPROVALS:

Moana Chapman

Darcy Ellis

Moana Chapman

Alisha McMurtrie

Created/Initiated - 10/24/2022

Approved - 10/24/2022

Approved - 10/24/2022

Final Approval - 10/24/2022

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2022
DATE: October 20, 2022

The following status report of the County Treasury as of 09-30-2022 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 725 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:09/30/2022 was \$8,645,144.27 (Principal: \$9,229,545.55 plus Contributions: \$00.00 plus Interest: \$-582,168.90 less Fees: \$-2,232.38)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
9/30/2022

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"	\$183,520,975.57	
Deposit Authorizations	\$433,642.11	
Checks Paid on: 9/29/2022	(\$343,416.59)	
Journal Entry:	\$0.00	
Outgoing Debits:	(\$3,291,811.23)	09/30/2022 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	\$180,319,389.86	

TREASURER BALANCES:

CASH ON HAND:			
Drawer	\$492.50		
Vault	\$14,310.00		
CHECKS ON HAND:			
Date:			
Date:			
Date:			
BANK ACCOUNTS:			
Union Bank - General Account.	\$4,790,259.39		
Eastern Sierra Community Bank - Gen	\$3,577,785.33		
El Dorado #2107 - Directs Account	\$10,000.00		
El Dorado #9703 - Cash Account	\$100,574.25		
INVESTMENTS:			
		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$10,000,000.00		50,000,000
UBS Money Market	\$3,500,000.00	1.94%	of 5.00%
Local Agencies	\$380,895.04	0.21%	of 100.00%
Federal Agencies	\$119,700,375.00	66.38%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$11,904,298.43	6.60%	of 100.00%
Commercial Paper	\$11,747,509.99	6.51%	of 15.00%
Corporate Obligation	\$2,000,000.00	1.11%	of 30.00%
CDs	\$8,183,000.00	4.54%	of 30.00%
U.S. Bank Money Market	\$4,426,990.09	2.46%	of 5.00%
Grand TTL Investments	\$171,843,068.55		
NOTES			
Maturities > 1 Year	\$108,824,717.09	60.35%	of 60.00%
GRAND TOTAL TREASURY BALANCE:	\$180,336,490.02		

RECONCILIATION

Treasury Over/Short:	\$17,100.16	
Explanation:	\$15,000.00	09/30/2022 CUSIP #31846V567 - SETTLEMENT
	\$1,829.04	09/30/2022 AUD PY: PERS PIONEER - CLASSIC 969
	\$406.12	09/30/2022 AUD PY: PERS PIONEER - PEPRA 27459
	(\$135.00)	07/22/2022 NCR: FULL CR - ANGEL COSTANTINO (HHS)
(\$46.56)		09/26/2022 SIFPD: WF ACCOUNT ANALYSIS FEE-AUGUST 2022
	\$17,100.16	

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
Aud PY - Olancha CSD	(\$10.00)
Aud PY - So Inyo FPD	(\$17.92)
Aud PY - Big Pine Cemetery Dist.	(\$24.95)
Aud PY - Independence FPD	(\$30.00)
Aud PY - Big Pine CSD	(\$60.97)
Aud PY - Lone Pine FPD	(\$95.93)
Aud PY - Lone Pine CSD	(\$288.42)
Aud PY - Independence FPD	(\$309.86)
Aud PY - Big Pine FPD	(\$413.67)
Aud PY - Olancha CSD	(\$462.50)
Aud PY - So Inyo FPD	(\$475.38)
Aud PY - Independence Cemetery Dist.	(\$493.68)
Aud PY - Pioneer Cemetery Dist.	(\$522.35)
Aud PY - Mt. Whitney Cemetery Dist.	(\$708.97)
Aud PY - Big Pine Cemetery Dist.	(\$808.36)
Aud PY - Sierra Highlands CSD	(\$940.76)
Aud PY - Lone Pine FPD	(\$994.94)
ICOE PY - The Education Corps	(\$1,775.97)
ICOE PY - College Bridge Academy	(\$1,837.39)
Aud PY - Lone Pine CSD	(\$2,181.31)
Aud PY - State Taxes	(\$3,680.85)
Aud PY - Pioneer Cemetery Dist.	(\$3,817.90)
ICOE PY - Youthbuild Charter	(\$5,053.36)
ICOE PY - The Education Corps	(\$5,851.30)
ICOE PY - College Bridge Academy	(\$5,990.32)
Aud PY - Big Pine FPD	(\$7,046.54)
Aud PY - Federal Taxes	(\$13,409.26)
Auditor - Personal Payment	(\$13,500.00)
ICOE PY - Youthbuild Charter	(\$19,063.28)
ICOE PY - LA Education Corps	(\$50,360.33)
Aud PY - Special District PY	(\$54,758.33)
ICOE PY - Youthbuild Charter	(\$70,118.54)
ICOE PY - State Taxes	(\$84,337.83)
Auditor - Corporate Vendor Pmt	(\$281,275.18)
ICOE PY - Federal Taxes	(\$411,178.79)
ICOE PY - PAYROLL	(\$2,146,644.68)
Auditor - Side Fund Debt Svc Pmt	(\$101,036.25)
Aud PY - PERS	(\$1,829.04)
Aud PY - PERS	(\$406.12)
TOTAL	(\$3,291,811.23)

TREASURER'S DAILY RECONCILIATION

For the Business Day of

9/30/2022

Prepared and attached by: Jennifer Ellis

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 9/30/2022

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	221,848.40	8/19/2025	1,054
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	244,788.40	3/13/2023	164
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	236,105.92	3/27/2024	544
BEAL BANK USA (FKA NEVADA) 2.8 7/26/2023	07371DDC8	7/27/2022	2.800	248,000.00	248,000.00	245,572.08	7/26/2023	299
BERKSHIRE BANK 1 10/20/2022	084601XL2	4/24/2020	1.000	250,000.00	250,000.00	249,732.50	10/20/2022	20
BMO HARRIS BANK NA 2.75 7/21/2023	05600XHF0	7/21/2022	2.750	248,000.00	248,000.00	245,532.40	7/21/2023	294
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	217,706.80	11/17/2026	1,509
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	217,706.80	11/17/2026	1,509
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	235,458.64	11/27/2024	789
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	231,372.50	4/30/2025	943
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	242,594.10	1/9/2024	466
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	222,165.84	8/12/2025	1,047
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	241,437.92	11/22/2023	418
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	221,823.60	8/20/2025	1,055
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	226,174.20	4/29/2025	942
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	217,706.80	11/17/2026	1,509
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	240,155.76	8/18/2023	322
JPMORGAN CHASE BANK NA 3 7/26/2023-23	46593LDJ5	7/26/2022	3.000	248,000.00	248,000.00	245,996.16	7/26/2023	299
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	235,458.64	11/27/2024	789
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	222,685.40	5/8/2025	951
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	238,487.50	4/30/2024	578
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	247,459.36	11/29/2022	60
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	247,164.24	2/8/2023	131
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	235,905.04	11/20/2024	782
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	247,714.80	11/30/2022	61

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 % (cont.)								
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	221,823.60	8/20/2025	1,055
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	231,372.50	4/30/2025	943
SAFRA NATIONAL BANK OF NEW YORK 2.9 7/27/2023-23	78658RJV4	7/27/2022	2.900	248,000.00	248,000.00	245,785.36	7/27/2023	300
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	228,727.92	3/19/2025	901
TEXAS EXCHANGE BANK SSB 2.9 7/21/2023-22	88241TNT3	7/22/2022	2.900	248,000.00	248,000.00	245,862.24	7/21/2023	294
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	217,478.64	11/17/2026	1,509
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	235,458.64	11/27/2024	789
WELLS FARGO BANK NA 3 7/28/2023	949763X43	7/29/2022	3.000	248,000.00	248,000.00	245,946.56	7/28/2023	301
Sub Total / Average Certificate of Deposit - 30 %			1.595	8,183,000.00	8,183,000.00	7,751,209.26		685
Commercial Paper - 15 %								
CREDIT AGRICILE CIB NY 0 2/24/2023	22533UPQ0	6/3/2022	2.309	2,000,000.00	1,966,454.44	1,966,640.00	2/24/2023	147
MUFG BANK LTD 0 4/14/2023	62479MRE5	7/20/2022	3.594	5,000,000.00	4,869,722.22	4,881,800.00	4/14/2023	196
NATIXIX NY 0 2/24/2023	63873KPQ4	6/3/2022	2.443	5,000,000.00	4,911,333.33	4,916,600.00	2/24/2023	147
Sub Total / Average Commercial Paper - 15 %			2.900	12,000,000.00	11,747,509.99	11,765,040.00		167
Coporate Obligation - 30 %								
CITIGROUP GLOBAL MARKETS 3.75 7/20/2023	17330PSX8	7/20/2022	3.750	2,000,000.00	2,000,000.00	1,971,020.00	7/20/2023	293
Sub Total / Average Coporate Obligation - 30 %			3.750	2,000,000.00	2,000,000.00	1,971,020.00		293
Federal Agencies - 100 %								
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	2,756,250.00	11/4/2024	766
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	2,734,590.00	1/27/2025	850
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	2,660,190.00	10/21/2025	1,117
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	2,660,760.00	10/22/2025	1,118
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,582,040.00	8/12/2025	1,047
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	4,465,500.00	9/16/2025	1,082
FHLB 0 11/29/2022	313385R32	7/12/2022	2.316	5,000,000.00	4,955,375.00	4,975,150.00	11/29/2022	60
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	4,554,850.00	1/28/2025	851
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	2,788,800.00	7/30/2024	669
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	4,392,200.00	3/16/2026	1,263
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	1,831,780.00	1/29/2025	852
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	2,705,820.00	6/30/2025	1,004
FHLB 1 12/30/2024-22	3130AQFN8	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,772,090.00	12/30/2024	822
FHLB 1 12/30/2024-22	3130AQ4Z3	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,772,030.00	12/30/2024	822
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	3,520,520.00	6/30/2026	1,369
FHLB 1 9/30/2024-22	3130AQD59	12/30/2021	1.000	5,000,000.00	5,000,000.00	4,680,350.00	9/30/2024	731

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Federal Agencies - 100 % (cont.)								
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	3,600,040.00	12/22/2025	1,179
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	1,782,200.00	4/28/2026	1,306
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	2,663,250.00	12/22/2026	1,544
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	8.316	3,000,000.00	3,000,000.00	2,651,370.00	6/16/2026	1,355
FHLMC 0.25 6/26/2023	3137EAES4	7/25/2022	3.061	10,000,000.00	9,747,013.89	9,718,800.00	6/26/2023	269
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	2,661,420.00	11/12/2025	1,139
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	4,453,800.00	9/30/2025	1,096
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	3,544,240.00	12/1/2025	1,158
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,685,990.00	8/19/2025	1,054
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	4,460,500.00	9/23/2025	1,089
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	4,431,900.00	11/4/2025	1,131
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	2,686,770.00	8/21/2025	1,056
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	2,663,460.00	10/28/2025	1,124
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,592,240.00	7/21/2025	1,025
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,600,040.00	7/21/2025	1,025
Sub Total / Average Federal Agencies - 100 %			1.167	120,000,000.00	119,702,388.89	109,048,940.00		950
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	1.513	10,000,000.00	10,000,000.00	10,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			1.513	10,000,000.00	10,000,000.00	10,000,000.00		1
Treasury Notes Bonds - 100 %								
T-Bill 0 12/29/2022	912796R27	7/8/2022	2.462	2,000,000.00	1,976,800.00	1,984,520.00	12/29/2022	90
T-Bill 0 6/15/2023	912796X53	7/8/2022	2.703	2,000,000.00	1,950,600.00	1,948,760.00	6/15/2023	258
T-Note 0.016 4/30/2023	912828R28	5/11/2022	0.394	5,000,000.00	4,981,750.00	4,930,450.00	4/30/2023	212
T-Note 2.75 5/31/2023	9128284S6	6/16/2022	2.921	3,000,000.00	2,995,148.43	2,973,870.00	5/31/2023	243
Sub Total / Average Treasury Notes Bonds - 100 %			1.755	12,000,000.00	11,904,298.43	11,837,600.00		207
U.S. Bank Money Market - 5%								
U.S. Bank MM	MM331846V567	8/3/2021	2.730	4,426,990.09	4,426,990.09	4,426,990.09	N/A	1
Sub Total / Average U.S. Bank Money Market - 5%			2.730	4,426,990.09	4,426,990.09	4,426,990.09		1
UBS Money Market - 5 %								
UBS Financial MM	MM9591	6/30/2018	2.430	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			2.430	3,500,000.00	3,500,000.00	3,500,000.00		1
Total / Average			1.465	172,109,990.09	171,464,187.40	160,300,799.35		725

**COUNTY OF INYO
PARS OPEB Trust Program**

**Account Report for the Period
9/1/2022 to 9/30/2022**

Nathan Greenberg
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 9/1/2022	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 9/30/2022
OPEB	\$9,229,545.55	\$0.00	-\$582,168.90	\$2,232.38	\$0.00	\$0.00	\$8,645,144.27
Totals	\$9,229,545.55	\$0.00	-\$582,168.90	\$2,232.38	\$0.00	\$0.00	\$8,645,144.27

Investment Selection

Source

OPEB **Moderate HighMark PLUS**

Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-6.31%	-4.43%	-15.91%	1.75%	3.25%	5.23%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees