

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

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

Anyone wishing 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](mailto: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.

### **October 12, 2021 - 8:30 AM**

1. **PUBLIC COMMENT** ([Join meeting via Zoom here](#))

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code § 54956.9(c). Number of potential cases: one.
3. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957 –** Title: County Counsel.
4. **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 – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, County

**OPEN SESSION** (With the exception of timed items, 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. **PUBLIC COMMENT**
  8. **PROCLAMATION - Eastern Sierra Cancer Alliance** - Request Board: A) approve a proclamation declaring October 15, 2021 Community Pink Day in Inyo County; and B) receive brief presentation on local breast cancer awareness outreach efforts and activities.
  9. **EMPLOYEE SERVICE RECOGNITION** - The Board will recognize employees who have reached service milestones during the Third Quarter of 2021.
  10. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
  11. **COVID-19 STAFF UPDATE**

**DEPARTMENTAL - PERSONNEL ACTIONS**

12. **County Administrator - Emergency Services** - Request Board, contingent upon Inyo County's award of the the 2021 California Fire Safe Council-County Coordinators Grant: A) approve the job description for a Term Limited County Coordinator position; and B) authorize staff to proceed with the recruitment of the County Coordinator position at Range 66 (\$4,489 - \$5,464), with interviews and candidate selection occurring after grant awards have been announced.
13. **County Administrator - Personnel** - Request Board approve the contract between the County of Inyo and John Pinckney for provision of professional services as Deputy Director Public Works at a monthly salary of \$9,248, effective October 14, 2021, and authorize the County Administrator to sign.
14. **Health & Human Services - Behavioral Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor II or Addictions Counselor III exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply for this specialized position linked to the Community Corrections Partnership; and C) approve the hiring of one Addictions Counselor II at Range 62 (\$4,093 - \$4,977) or Addictions Counselor III at Range 66 (\$4,489 - \$5,464), depending upon qualifications.
15. **Public Works - Road Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Mechanic Trainee exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could

possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Mechanic Trainee I at Range 50 (\$3,094 - \$3,764) or Mechanic Trainee II at Range 52 (\$3,243 - \$3,940), depending on qualifications.

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

16. **County Administrator - Information Services** - Request Board approve VectorUSA as the winning bidder and authorize a purchase order in an amount not to exceed \$72,000, payable to VectorUSA of Torrance, CA, for the purchase of network firewalls with three years of licensing and support for the County of Inyo.
17. **County Administrator - Information Services** - Request Board to authorize issuance of a Blanket Purchase Order in an amount not to exceed \$62,500, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the postage meter for Fiscal Year 2021-2022.
18. **County Administrator - Motor Pool** - Request that your Board, A) declare the vehicles and equipment identified in Exhibit A as surplus, B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another vendor for the removal and sale or recycle of any vehicles remaining unsold after the Public Surplus process.
19. **Health & Human Services - Social Services** - Request Board approve a payment to County Medical Services Program (CMSP) Governing Board in the amount of \$12,076.04 for unspent grant funds used to expand Medi-Cal and CMSP outreach efforts and address social determinants of health.
20. **Public Works** - Request Board, pursuant to Inyo County Code Section 6.26.020, accept a donation of a towable broom from the Reno-Tahoe Airport Authority on behalf of the County.
21. **Public Works** - Request Board approve Resolution No. 2021-50, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the HSIP Centerline Striping Project," and authorize the Chairperson to sign.
22. **Public Works** - Request Board approve proposed Resolution No. 2021-51, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Election Emergency Standby Generator Installation Project," and authorize the Chairperson to sign.
23. **Public Works - Parks & Recreation** - Request Board authorize a purchase order for an amount not to exceed \$10,880.59, payable to Sierra Winds Products for Leisure of Reno, NV for the purchase and delivery of Engineered Wood Fiber Surface Material (woodchips) for Millpond and Diaz Lake playgrounds.
24. **Public Works - Recycling & Waste Management** - Request Board: A) waive all gate and disposal fees associated with the Tire Amnesty Events; and B) authorize payment from Recycling Waste Management to American Refuse, our tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

**DEPARTMENTAL** (To be considered at the Board's convenience)

25. **County Administrator - Advertising County Resources** - Request Board hear oral report on local filming activity from Inyo Film Commissioner Chris Langley.
26. **Probation** - Request Board receive presentation on Domestic Violence MRT: Bringing Peace to Relationships, a 52-week in-house domestic violence treatment and prevention program.
27. **Farm Advisor** - Request Board ratify and approve the agreement between the County of Inyo and University of California Agriculture and Natural Resources for the provision of professional services to the Farm Advisor department in support of the Inyo/Mono 4-H youth development program, in an amount not to exceed \$14,250 for the period of September 15, 2021 to September 14, 2022, contingent upon the Board's approval of future budgets. and authorize the County Administrator Officer to sign.
28. **Health & Human Services** - Request Board ratify and approve the contract for CMSP Legal Services with Foley and Lardner, LLP in an amount not to exceed \$20,000 for the period of September 30, 2021 to January 30, 2022, and authorize the Chairperson to sign.
29. **Public Works - Recycling & Waste Management** - Request Board:
  - A) amend the Fiscal Year 2021-2022 Recycling & Waste Management Budget #045700 as follows: increase estimated revenue in Operating Transfers In (4998) by \$274,797 and increase appropriation in Equipment (5650) by \$274,797 (*4/5ths vote required*);
  - B) amend the Fiscal Year (2021-2022) Recycling & Waste Management Capital Improvement Budget (045701) as follows: increase appropriation in Operating Transfer Out (5801) by \$274,797 (*4/5ths vote required*); and
  - C) declare Quinn Company of Lancaster, CA a sole-source provider of a 938 M Wheel Loader and authorize the issuance of a purchase order in an amount not to exceed \$274,797, payable to Quinn Company of Lancaster, CA.
30. **County Counsel** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Adding Chapter 3.70 to the Inyo County Code Pertaining to the Implementation of the Digital Infrastructure and Video Competition Act of 2006," and schedule enactment for 11 a.m. October 19, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

31. **11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

32. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

33. **Inyo County Auditor-Controller** - Actual count of money in the hands of the Treasurer made on October 7, 2021.



**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING OCTOBER 15, 2021  
COMMUNITY PINK DAY! IN INYO COUNTY**



**WHEREAS**, Eastern Sierra Cancer Alliance is a grassroots organization founded in 2001, initially with the mission to support and provide resources to residents diagnosed with breast cancer; and

**WHEREAS**, the non-profit organization has expanded in both size and scope over the past 21 years to serve residents of Inyo and Mono counties diagnosed with all forms of cancer; and

**WHEREAS**, for almost two decades ESCA Board members have coordinated their efforts with countless compassionate volunteers and community organizations in service to those with cancer diagnoses – friends, family members, neighbors; and

**WHEREAS**, this service includes educating the community about different forms of cancer in an effort to reduce various societal stigmas; raising awareness of the scourge of cancer and the resources ESCA and different organizations offer; and most importantly, providing both financial and moral support for clients and families as they cope with their cancer diagnoses and the costs of treatment; and

**WHEREAS**, ESCA continues to work diligently to maintain a respectful relationship with its clients and the organizations and individuals with which it partners; and

**WHEREAS**, gaining the trust and commitment of various Inyo and Mono organizations, businesses, and healthcare agencies has allowed ESCA to continue its mission, improve programs, and serve more than 300 clients since 2001 – many of whom have needed repeat assistance due to travel out of the area for oncology appointments and cancer treatments; and

**WHEREAS**, October has always been a special month for ESCA and its partners, since it is Breast Cancer Awareness Month, and the organization was originally founded to bring awareness to the disease and support those diagnosed with it; and

**WHEREAS**, the color pink is now the universally recognized color of breast cancer awareness; and

**WHEREAS**, ESCA continues to recognize the importance of both breast cancer awareness and mammography as a screening tool and hopes to inspire and invite the communities of Inyo and Mono counties to join in its mission, supporting and cheering for friends, neighbors, and family members with cancer in a fun, positive way by participating in “Community Pink Day!”

**NOW, THEREFORE**, the Inyo County Board of Supervisors does hereby join ESCA in its mission by unanimously proclaiming October 15, 2021 as “Community Pink Day!” in observance of Breast Cancer Awareness and National Mammography Day.

**PASSED AND PROCLAIMED** this 12<sup>th</sup> day of October 2021.

---

Chairperson, Inyo County Board of Supervisors

Attest: *LESLIE L. CHAPMAN*  
Clerk of the Board

by: \_\_\_\_\_  
Assistant Clerk of the Board



# COUNTY OF INYO

---

## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: October 6, 2021

Re: Employee Service Awards for 3<sup>rd</sup> Quarter 2021

---

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, October 12<sup>th</sup> at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) so they may be recognized.

<b>Name</b>	<b>Hire Date</b>	<b>Years of Service</b>	<b>Department Head</b>
Tim Toppass	08/19/91	30	Marilyn Mann
Margaret Mairs	09/10/01	20	Marilyn Mann
Carri Coudek	08/01/06	15	Marilyn Mann
Lucy Vincent	08/25/16	5	Marilyn Mann
Andrea Herrman	09/08/16	5	Marilyn Mann
Emily Lanphear	07/06/16	5	Nancy Masters
Ryan Standridge	07/01/01	20	Cathreen Richards
Donny Carter	08/16/06	15	Jeff Hollowell
Perla Perez	08/25/16	5	Jeff Hollowell
Maureen McVicker	06/16/16	5	Tom Hardy
Kristina Best	08/09/01	20	Mike Errante
Ulices Arellano Hernandez	09/16/06	15	Mike Errante
Tyson Sparrow	09/08/16	5	Mike Errante



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Kelley Williams

**SUBJECT:** Approve County Coordinator job description and authorize early recruitment of the position

---

#### **RECOMMENDED ACTION:**

Request Board, contingent upon Inyo County's award of the the 2021 California Fire Safe Council-County Coordinators Grant: A) approve the job description for a Term Limited County Coordinator position; and B) authorize staff to proceed with the recruitment of the County Coordinator position at Range 66 (\$4,489 - \$5,464), with interviews and candidate selection occurring after grant awards have been announced.

#### **SUMMARY/JUSTIFICATION:**

On September 21, 2021, staff brought the California Fire Safe Council (CFSC)-County Coordinators Grant application to your Board for review and approval of submission. At that time, staff stated that a majority of the grant funds, if awarded, would be used to support a Limited Term Full Time County Coordinator position. Following your Board's approval and direction, staff submitted the grant application.

Today, staff are presenting the County Coordinator job description to your Board for review. If your Board finds the job description acceptable, staff is requesting that the recruitment process begin immediately. The grant performance period for the CFSC-County Coordinator's grant began on October 1, 2021 and will run for 18 months, through March of 2023. Grant awards will not be announced until November 2021.

It is anticipated that this recruitment may be difficult, due to its specialized nature. Early recruitment will help save valuable time by allowing the Personnel Department to accumulate a list of screened candidates that are deemed eligible for interviews and background processing as soon as grant awards are announced.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to wait until the CFSC grant awards are announced, before authorizing staff to begin the recruitment process for the County Coordinator position. This decision would not be in the best interest of the county due to the short time frame of the grant performance period. Early recruitment will allow staff to work quickly off of a list of potential/ eligible candidates that will have already been compiled by the Personnel



Department.

**OTHER AGENCY INVOLVEMENT:**

California Fire Safe Council

**FINANCING:**

If Inyo County is successful, and is awarded the \$175,000 in California Fire Safe Council - County Coordinator Grant Program funds, the County Coordinator position will be 100% funded through the CFSC grant. Upon grant award notification, staff will return to Board to amend the fiscal year budget to create a new CFSC-County Coordinator Grant budget. No position interviews or selection will be scheduled or conducted until grant award notice is received.

**ATTACHMENTS:**

1. DRAFT County Coordinator Job Description

**APPROVALS:**

Kelley Williams	Created/Initiated - 9/28/2021
Kelley Williams	Approved - 9/28/2021
Darcy Ellis	Approved - 9/29/2021
Kelley Williams	Approved - 10/5/2021
Marshall Rudolph	Approved - 10/5/2021
Amy Shepherd	Approved - 10/5/2021
Sue Dishion	Approved - 10/7/2021
Leslie Chapman	Final Approval - 10/7/2021

**COUNTY COORDINATOR**  
**Term-Limited Position Ending March 31, 2023**

**DEPARTMENT:** Administration/Office of Emergency Services  
**LOCATION:** Countywide  
**SALARY:** \$5,464 Per month (paid over 26 pay periods annually)

**\*\*BENEFITS**

**DEFINITION:** Under supervision of the Emergency Services Manager of the Office of Emergency Services and guided by general policy direction, the County Coordinator will partner with representatives from Inyo County, established wildfire mitigation groups (fire safe councils) within the county, the California Fire Safe Council Regional Coordinators, local volunteer fire departments, local tribal entities and land owner/management agencies to build a coordinated, county-wide wildfire mitigation strategy. The position will educate, encourage, and develop county-wide collaboration and coordination among wildfire mitigation groups, improving overall wildfire resiliency strategies and community preparedness. The County Coordinator will build relationships between existing wildfire mitigation groups, connecting these groups with county-level emergency management officials, collaborating on fire mitigation projects, sourcing and assisting with county-wide wildfire grant applications, and performing outreach and communication across the county.

**ESSENTIAL JOB DUTIES:** A successful candidate will develop a census of all active wildfire mitigation groups, community stakeholders, land owner/management agencies, local tribes, contact points, and current collaboration efforts and projects. The candidate will build a system to track these groups and efforts, including researching and implementing software and project management tools and integrate this information into a regional database. The candidate will develop relationships with these groups and host regular communications/meetings between existing wildfire mitigation groups and county-level officials; will develop a mechanism to improve and maintain outreach and coordination efforts with stakeholders; will analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendations on how to fill those gaps; will schedule meetings with wildfire mitigation groups to coordinate and connect their existing and planned wildfire mitigation projects, will build a system to track groups/projects and will become a stakeholder in the Regional Forest and Fire Capacity Program to assure local projects are integrated into the regional database; will assist with grant sourcing and provide technical support with county-wide wildfire grant applications.

**EXAMPLE OF DUTIES:** The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

- Prepares and submits an initial work plan with strategic priorities over the course of the grant term.
- Examines and reviews existing local emergency/preparedness/mitigation plans and develops a process on how these plans can align with each other when addressing wildfire mitigation activities/projects.
- Identifies, summarizes and reports on local groups, grants, and projects within the county at the onset of the grant project and the conclusion of the project.

- Organizes and facilitates regular meetings and workshops with local fire mitigation groups, local tribes, local volunteer fire departments and land owner/management agencies to build collaborative networks and disseminate best practices and resources.
- Track all engagements with county contacts and groups.
- Report on current wildfire mitigation programs and projects and identify gaps in wildfire resiliency programming.
- Attend monthly check-ins with the California Fire Safe Council Regional staff.
- Participate in quarterly meetings with County Coordinators as well as state/regional stakeholders and other interested county-wide wildfire mitigation groups.
- Develops, presents, and measures effectiveness of various wildfire prevention and public education programs.
- Submit funding reimbursement requests and quarterly reports to the California Fire Safe Council.
- Provide the California Fire Safe Council with a comprehensive final report at the close of the grant term, including outcomes, successes and recommendations.

### **EMPLOYMENT STANDARDS:**

**Education/Experience:** Any combination of education, skills and experience that demonstrate an ability to excel in the position may be considered. Typical demonstration of such education and experience might include a degree in Emergency Management or a related field; at least five (5) years of progressively responsible full time experience actively working in wildfire resiliency, fire prevention and/or the emergency management/preparedness field, whether through local or county-wide Fire Safe Councils, Resource Conservation Districts, or with a county/state/federal level department or agency. Private-sector skills and experience with a demonstrated transferability may also be considered.

**Knowledge of:** Theory, principles, practices, techniques, technology and systems in the field of disaster and emergency management/preparedness for a public organization; Federal, state and local laws and regulations applicable to disaster preparedness planning and program management; community level advocacy and leadership experience working with a broad range of individuals and organizations; ability to think strategically and creatively about the state of wildfire in California; experience and understanding of working in the Wildland Urban Interface on promoting wildfire resiliency and preparedness.

**Ability to:** Communicate clearly and effectively in writing and verbally; schedule and host meetings; exercise sound judgement with minimal supervision; evaluate and recommend policies; understand and implement priorities of wildfire mitigation; correctly analyze and synthesize complex relationships among departments, programs, communities, agencies, funding sources and regulations; develop processes for eliciting and processing data; exercise critical thinking and communicate long term consequences; lift and carry objects such as binders and file boxes weighing up to 50 pounds; and drive a vehicle.

**SPECIAL REQUIREMENTS:** May be required to work flexible hours including evenings and weekends on some occasions. Required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must maintain insurability under the County's vehicle insurance policy. Must successfully complete a pre-employment background investigation. This position may be required to serve as a Disaster Service Worker during a County emergency.

**SELECTION:** Selection procedures will be determined by the number and qualifications of applicants and may include qualification screening and oral interview.

**APPLICATION:** Applications **must be received in the Personnel Office** (P.O. Box 249, Independence, CA 93526) **by October 29, 2021**. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like “See/Refer to Resume” or “See Attached”**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline – original application with original signature must be mailed.

**REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING**

**DISABILITIES:** Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

**CITIZENSHIP/IMMIGRATION STATUS:** Inyo County hires only U.S. Citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine and Olancho) and the Death Valley area (Death Valley, Tecopa and Shoshone). **All County positions are considered Countywide positions.** Positions are assigned to a work site based upon the needs of the County.



# County of Inyo



## County Administrator - Personnel

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Sue Dishion

**SUBJECT:** Deputy Director Public Works Contract

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and John Pinckney for provision of professional services as Deputy Director Public Works at a monthly salary of \$9,248, effective October 14, 2021, and authorize the County Administrator to sign.

**SUMMARY/JUSTIFICATION:**

Mr. Pinckney has a wealth of experience in the Public Works Department, and this move will allow the Public Works Department to move forward with succession planning in the department.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve the contract, however, this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

Funding for this position is included in the Fiscal Year 2021-2022 appropriate Public Works budgets.

**ATTACHMENTS:**

1. Public Works Deputy Director Contract

**APPROVALS:**

Denelle Carrington  
Darcy Ellis

Created/Initiated - 10/4/2021  
Approved - 10/4/2021

Sue Dishion  
Marshall Rudolph  
Amy Shepherd

Approved - 10/7/2021  
Approved - 10/7/2021  
Final Approval - 10/7/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN PINCKNEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PUBLIC WORKS DIRECTOR**

**INTRODUCTION**

WHEREAS, JOHN PINCKNEY (hereinafter referred to as "Deputy Public Works Director") has been duly appointed as Deputy Public Works Director for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Deputy Public Works Director desire to set forth the manner and means by which Deputy Public Works Director will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Public Works Director hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Deputy Public Works Director shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Deputy Public Works Director under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. ADMINISTRATION OF CONTRACT.**

Deputy Public Works Director will report directly to and shall work under the direction of the Public Works Director. As the Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Public Works Director

**3. TERM.**

The term of this Agreement shall be from October 14, 2021 until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Deputy Public Works Director 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 Deputy Public Works Director.

B. Travel and Per Diem. County shall reimburse Deputy Public Works Director for the travel expenses and per diem which Deputy Public Works Director incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Public Works Director for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Public Works Director without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Public Works Director 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.

D. Manner of Payment. Deputy Public Works Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Public Works Director by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

## **5. WORK SCHEDULE.**

Deputy Public Works Director's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Public Works Director that the performance of these services and work will require a varied schedule. Deputy Public Works Director, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Public Works Director to provide the services and work described in Attachment A must be procured by Deputy Public Works Director and be valid at the time Deputy Public Works Director enters into this Agreement. Further, during the term of this Agreement, Deputy Public Works Director 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Program to perform duties as Deputy Public Works Director. All other licenses, certificates, and permits will be procured and maintained in force by Deputy Public Works Director at no expense to the County. Deputy Public Works Director will provide County, at County's request, 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 Deputy Public Works Director 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.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Deputy Public Works Director with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Public Works Director to provide the services identified in Attachment A to this Agreement.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Public Works Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Public Works Director will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Public Works Director's possession.

B. Products of Deputy Public Works Director's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides,



video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Deputy Public Works Director's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Public Works Director will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Deputy Public Works Director for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Public Works Director for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Deputy Public Works Director is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Public Works Director harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Deputy Public Works Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Public Works Director Ninety (90) days written notice of such intent to terminate. Deputy Public Works Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Deputy Public Works Director. County has relied upon the skills, knowledge, experience, and training of Deputy Public Works Director as an inducement to enter into this Agreement. Deputy Public Works Director shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Deputy Public Works Director agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**14. CONFIDENTIALITY.**

Deputy Public Works Director agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Public Works Director only as allowed by law.

**15. CONFLICTS.**

Deputy Public Works Director agrees that Deputy Public Works Director 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. Deputy Public Works Director agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Deputy Public Works Director 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, Deputy Public Works Director 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, Deputy Public Works Director by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Public Works Director or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

<b>County of Inyo</b>	
County Administrator _____	Department
P.O. Drawer N _____	Mailing Address
Independence, CA 93526 _____	City and State

<b>Deputy Public Works Director:</b>	
JOHN PINCKNEY _____	Name
P.O. Box 662 _____	Mailing Address
Lone Pine, CA 93545 _____	City and State

**19. 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 JOHN PINCKNEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PUBLIC WORKS DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

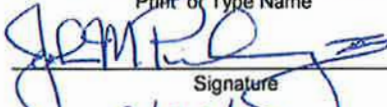
**COUNTY OF INYO**

**DEPUTY PUBLIC WORKS DIRECTOR**

By: \_\_\_\_\_

By: John M. Pinckney, IV  
Print or Type Name

Dated: \_\_\_\_\_

  
Signature

Dated: 9/29/21

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

Christie Martindale  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN PINCKNEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PUBLIC WORKS DIRECTOR**

**TERM:**

**FROM: October 14, 2021 TO: TERMINATION**

**SCOPE OF WORK:**

Deputy Public Works Director shall perform the duties and responsibilities as identified in the job description for Deputy Public Works Director attached hereto.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN PINCKNEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PUBLIC WORKS DIRECTOR**

**TERM:**

**FROM: October 14, 2021      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. Deputy Public Works Director shall be at range 88E step \$ 9,248 per month. Deputy Public Works Director shall be paid every two weeks on County paydays.
2. The County Administrator will review Deputy Public Works Director's performance annually. As a result of such review, the County Administrator may authorize an increase or decrease in Deputy Public Works Director's salary to a higher step in the range for Deputy Public Works Director's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Deputy Public Works Director's employment shall also be covered by the County's Personnel Rules and Regulations and by the Management Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Deputy Public Works Director's employment.)
4. Deputy Public Works Director is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Public Works Director to use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN PINCKNEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PUBLIC WORKS DIRECTOR**

**TERM:**

**FROM: October 14, 2021 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS \\\\



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Marilyn Mann

**SUBJECT:** Approve hiring an Addictions Counselor II or Addictions Counselor III.

---

**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor II or Addictions Counselor III exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply for this specialized position linked to the Community Corrections Partnership; and C) approve the hiring of one Addictions Counselor II at Range 62 (\$4,093 - \$4,977) or Addictions Counselor III at Range 66 (\$4,489 - \$5,464), depending upon qualifications.

**SUMMARY/JUSTIFICATION:**

Health and Human Services has a vacant, unfunded full-time Addictions Counselor position in our authorized strength. During preparation for the FY 2021-2022 budget, the department met with the Community Corrections Partnership (CCP) executive leadership team to discuss funding needs specific to meeting the needs of the reentry population. The executive leadership team identified a need to strengthen the jail-based treatment services, including those provided to the reentry population following their release from jail. HHS proposed hiring a dedicated part-time psychotherapist and a full-time Addictions Counselor to strengthen the continuum of services available to meet the needs of our jail and reentry clients. This proposal was approved by the executive leadership. The part-time psychotherapist was authorized during the budget approval process and the proposed budget for CCP was also approved. The approval of the CCP budget makes available the money necessary to fund the Addictions Counselor position and the department respectfully requests your Board authorize the department to recruit and hire an Addictions Counselor II or Addictions Counselor III contingent upon qualifications.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could opt not to authorize filling the position and it will remain an unfunded, vacant position in the

Department's authorized strength.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Probation, Inyo County District Attorney, Inyo County Sheriff, Bishop Police Department, Courts and County Administration

**FINANCING:**

CCP funds. This position will be budgeted 100% in SUD (045315) in the salary and benefit object codes. Quarterly reimbursement will be sent to CCP fiscal staff for reimbursement, brought in as revenue to offset the actual expense for this position. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 10/1/2021
Darcy Ellis	Approved - 10/4/2021
Melissa Best-Baker	Approved - 10/4/2021
Denelle Carrington	Approved - 10/5/2021
Amy Shepherd	Approved - 10/5/2021
Sue Dishion	Approved - 10/7/2021
Marilyn Mann	Final Approval - 10/7/2021





# County of Inyo



## Public Works - Road Department

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Chris Cash

**SUBJECT:** Request to fill Equipment Mechanic Trainee I/II vacancy

---

**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Mechanic Trainee exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Mechanic Trainee I at Range 50 (\$3,094 - \$3,764) or Mechanic Trainee II at Range 52 (\$3,243 - \$3,940), depending on qualifications.

**SUMMARY/JUSTIFICATION:**

The Road Department lost a Mechanic Trainee due to outside employment. This position is critical for routine and emergency repairs to all Road Department fleet. The Mechanic Trainee position provides opportunities for training and career advancement within the County Road Department structure as Equipment Mechanic classification recruitments have proven to be difficult to find qualified applicants.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to fill this vacancy. However, this is not recommended as this position is crucial and responds to a high volume of repair orders for the County Road Department fleet.

**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor's Office

**FINANCING:**

This position is funded 100% out of the Road Department budget number 034600 in salaries and benefits object

codes.

**ATTACHMENTS:**

**APPROVALS:**

Breanne Nelums  
Darcy Ellis  
Breanne Nelums  
Amy Shepherd  
Sue Dishion  
Michael Errante

Created/Initiated - 9/21/2021  
Approved - 9/21/2021  
Approved - 9/21/2021  
Approved - 9/21/2021  
Approved - 9/21/2021  
Final Approval - 9/22/2021



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Scott Armstrong

**SUBJECT:** Purchase Order for Network Firewall Equipment

---

**RECOMMENDED ACTION:**

Request Board approve VectorUSA as the winning bidder and authorize a purchase order in an amount not to exceed \$72,000, payable to VectorUSA of Torrance, CA, for the purchase of network firewalls with three years of licensing and support for the County of Inyo.

**SUMMARY/JUSTIFICATION:**

The County's network is protected by several network firewalls that monitor and control inbound and outbound Internet traffic, as well as traffic between several physical locations within the County. Our existing firewalls were purchased in 2006 and are no longer supported, as the company went out of business. In order to continue to protect against ever-evolving network security threats, we need to replace these firewalls with current equipment.

The County posted a request for proposals earlier this year. We received 8 responses, 7 of which were complete. The proposal from VectorUSA was both the most applicable to our environment and the most cost effective of the proposals submitted.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this request. Doing so would require that we continue to use our existing network firewalls that cannot be upgraded to protect against current and future network security threats.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for the purchase of the Network Firewall equipment and support is in the Computer Upgrade Budget, 011808, Equipment Object Code 5650.

**ATTACHMENTS:**

1. Request for Proposals-IS-2102-Firewall-Refresh-Project
2. RFP-IS-2102 VectorUSA Response

**APPROVALS:**

Scott Armstrong

Darcy Ellis

Scott Armstrong

Marshall Rudolph

Amy Shepherd

Created/Initiated - 9/17/2021

Approved - 9/17/2021

Approved - 9/17/2021

Approved - 9/30/2021

Final Approval - 10/6/2021



County of Inyo  
Request for Proposals (RFP)  
RFP-IS-2102

Firewall Refresh Project  
March 2021

*Submit Proposals via email to:*

*sarmstrong@inyocounty.us*

*Date Released:*

*March 15, 2021*

*Submittal Deadline:*

*March 29, 2021, 4:30 p.m.*

## Table of Contents

I.	Introduction .....	3
	County of Inyo Firewall Refresh Project .....	3
II.	Background .....	3
	The County of Inyo is a governmental organization .....	3
	Description of the Network Environment.....	3
III.	Scope of Work.....	4
	Project Deliverables .....	4
	Technical Requirements.....	4
IV.	County Information and Responsibilities.....	7
	Administrative Information .....	7
	Inquiries and County Project Contact .....	7
	Rights of the County.....	7
V.	Evaluation and Selection.....	8
	Selection of Winning Bid.....	8
	Ranking.....	8
	Evaluation Criteria.....	8
	Request for Proposal Protest .....	8
VI.	Responsive Proposal .....	9
	Deadline .....	9
	Proposal Format.....	9
	Use of Proposals and Respondent Guarantees .....	10
	Obligations Assumed by Submitting a Proposal .....	10
	Failure to Execute Purchase Agreement.....	10
	Respondent Competency.....	11
	Prime Contractor Responsibility .....	11
	Legal Address .....	11
VII.	Project Funding for the Firewall Refresh Project.....	11

## I. Introduction

### County of Inyo Firewall Refresh Project

The County of Inyo is soliciting proposals for the purchase of new firewalls to replace our existing firewalls to improve overall network security, visibility, and manageability.

## II. Background

### The County of Inyo is a governmental organization

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California. The governmental agency was organized, in part, to provide safety and services to its population.

According to census information, the population of Inyo County in 2013 was estimated to be 18,467 and showed an increase of 2.9% over the 2000 census. The census also reports a median household income of \$45,000 or 27% below that of the California median, and a median value of owner-occupied homes of \$246,200 or 36% below that of the California median. Census data indicates 7,910 Inyo County households in 2012.

While the County seat is located in Independence, the population center of the county is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated City, and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.



The County of Inyo governmental organization is the county's largest single employer with approximately 460 employees.

### Description of the Network Environment

The County's network consists of approximately 20 remote offices connected to the main office via VPN.

The main office network contains firewalls for two geographically separate Internet connections along with several connections for State services using dedicated circuits.

### III. Scope of Work

The specifications listed below are the minimum requirements, with notes indicating where we would like to see additional options. Separate quotes to compare different options are encouraged.

See the attached network diagram on the following page for a visual representation of the network and how the firewalls might be connected.

We may opt for quantities higher than those listed, for use as cold spares.

#### Project Deliverables

- Delivery of new firewalls that satisfy the specifications below.
- Software and licensing required to support required features.
- 3+ year product warranty and licensing, auto-renewing

#### Technical Requirements

##### All Firewalls

- Exception logging and reporting
- [Optional]: Centralized management
- [Optional]: Centralized logging and reporting

##### Remote Firewall (x 20)

Firewalls for small remote offices.

- Support at least 20 users
- Minimum 100 Mbps protected throughput
- Site-to-site VPN (split tunnel) to main County network

##### VPN Firewall (x 1)

To act as VPN concentrator for “remote firewall” connections.

- Minimum 1 Gbps ports (Ethernet or SFP)
- Support at least 25 site-to-site VPNs
- Minimum 1,500 Mbps (total) VPN throughput
- [Optional]: Support mobile user-based VPNs (Windows workstations, SSL preferred)
- [Optional]: Rack-mountable
- [Optional]: Redundant power supplies

##### Internet Firewall (x 2)

Firewalls for main network Internet connections.

- Support at least 300 clients
- Minimum 1 Gbps ports (Ethernet or SFP)
- Minimum 200 Mbps protected throughput
- Rack-mountable
- Redundant power supplies
- Support VLAN tagging for protected interfaces
- Advanced inbound filtering (country or risk based)
- Automatic threat and filtering rule updates
- TOR exit node filtering
- [Optional]: Transparent (layer 2) VPN
- [Optional]: Ability to pair two firewalls for high availability (active/active or active/passive)



**State Firewall (x 1)**

Firewall to serve as gateway for dedicated State circuits.

(Primarily source NAT rules along with IP and port-based filtering)

- Minimum 8 configurable ports

**VM Firewall**

Virtual firewall to control traffic to, from, and between virtual machines on a host server.

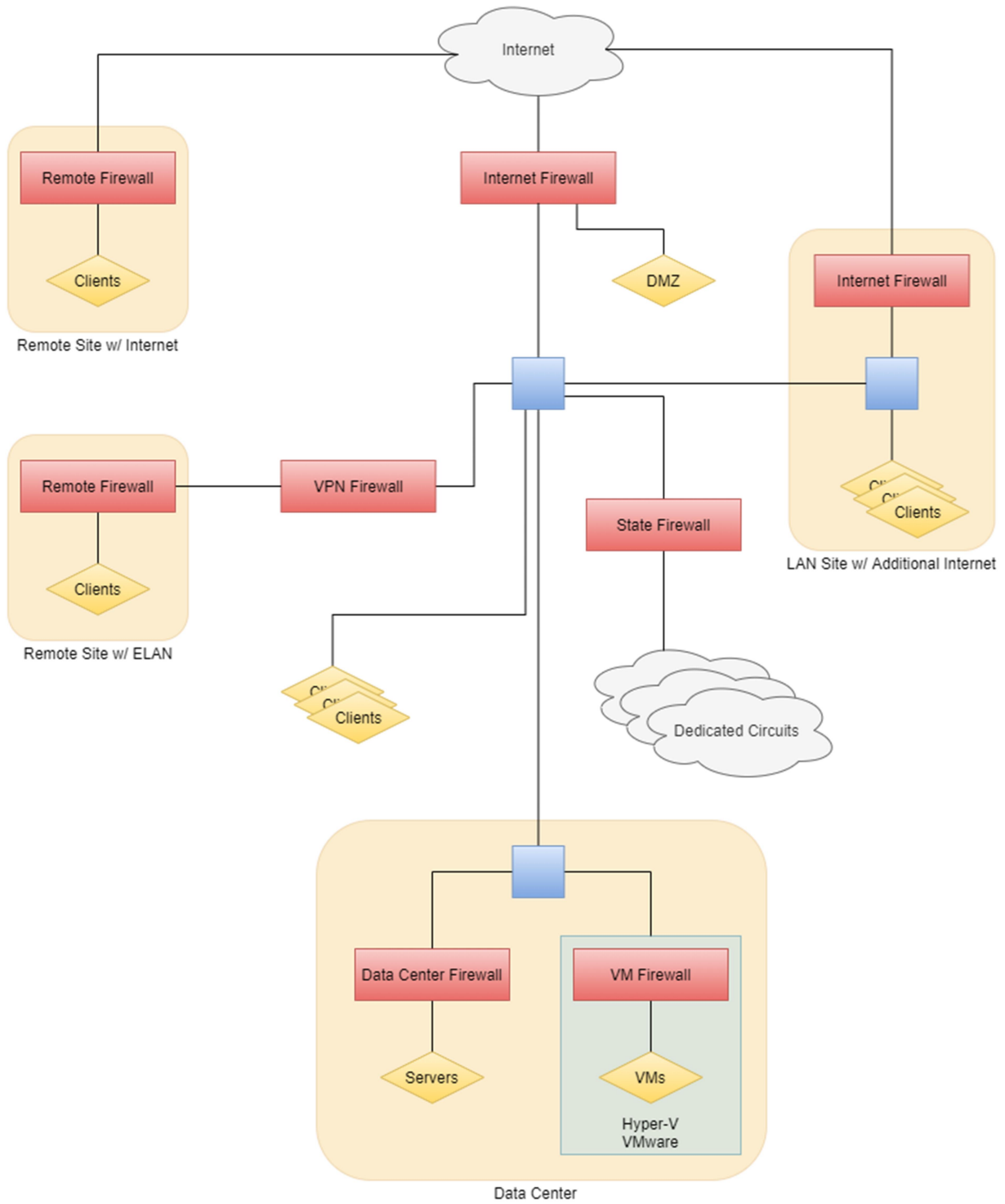
- Support for Hyper-V
- Support for VMware

**[Optional]: Data Center Firewall (x 1)**

High-throughput firewall to control traffic to, from, and between servers in a data center.

(Primarily IP and port-based rules)

- 1 Gbps and 10 Gbps ports (Ethernet or SFP(+))
- Minimum 10,000 Mbps throughput w/ light protection (IP and port filtering rules)



## IV. County Information and Responsibilities

### Administrative Information

The County of Inyo Information Services Department, through the Office of the County Administrator, is sponsoring this project, and the County of Inyo Information Services Department is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

### Inquiries and County Project Contact

Scott Armstrong, Information Services Director  
County of Inyo  
P.O. Box 477  
Independence, CA. 93526

Phone: 760-878-0390  
Fax: 760-872-2712  
Email: sarmstrong@inyocounty.us

All inquiries should be directed via email to Scott Armstrong, Director of Information Services, County of Inyo. The closing time for inquiries related to this RFP is March 26, 2021, 4:30 p.m. All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

### Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select the proposal for purchase
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available

- Enter into a purchase agreement with another respondent in the event the originally selected respondent fails to deliver the purchased equipment to the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

## V. Evaluation and Selection

### Selection of Winning Bid

The bid selection will be based on “best value.” The County’s evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer’s history in delivering products, providing support, and any other reasonably established factor necessary to determine what proposer will provide the “best value” to the County.

As soon as practicable after evaluation and ranking of the proposals and the selection of the top finalist, the purchase request will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding.

### Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent’s claims provided in the proposed solution.

Discussions and product demonstrations requested by the County may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

### Evaluation Criteria

No commitment will be made to select a respondent’s proposal solely on the basis of price. The County will evaluate the detail substantiating the general estimated costs provided and suitability for the County’s needs.

The primary basis for selection will be the proposed solution’s ability to meet the County’s project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent’s reputation and ability to be a strong business partner.

Responses to this RFP will be evaluated according to the following criteria:

Proposal Evaluation Criteria	Evaluation
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work - Requirements	Pass/Fail
Pricing without Options	Ranked
Pricing with Options	Ranked

### Request for Proposal Protest

In the event a dispute arises concerning the Request for Proposal process prior to the County placing an order with the winning bidder, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Information Services. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- Only a bidder who has actually submitted a Proposal is eligible to submit an appeal request or proposal protest against another bidder. Subcontractors are not eligible to submit proposal protests. A bidder may not rely on the proposal protest submitted by another bidder, but must timely pursue its own protest.
- Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Proposal Deadline will not be considered. The protest must refer to the specific portion or portions of the purchase agreement upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- An appeal of a denial of award can only be brought on the following grounds:
  - Failure to follow the selection procedures and adhere to requirements specified in the Request for Proposal or any addenda or amendments;
  - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.;
  - A violation of State or Federal Law

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Scott Armstrong, Information Services Director  
County of Inyo  
P.O. Box 477  
Independence, CA. 93526

County Information Services Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame prior to the tentatively scheduled date for selecting the winning bidder and proceeding with the purchase. The decision of the County's Information Services Director shall be deemed final.

## **VI. Responsive Proposal**

### **Deadline**

The deadline for submitting a proposal for the Firewall Refresh Project is March 29, 2021, 4:30 p.m.

### **Proposal Format**

Use the following format in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for the Firewall Refresh Project for the County of Inyo, California.

- Describe how you will satisfy each of the two sections in the Scope of Work
  - Product Deliverables
  - Technical Requirements
- Identify Project Costs
  - Itemize and summarize the different types of costs.
  - Indicate the total cost for the entire project.
  - Itemize and summarize any annual, recurring or other ongoing costs.
- The proposal should be delivered in a digitally readable format, preferably as a PDF file.

### **Use of Proposals and Respondent Guarantees**

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the Board Request for approval to purchase. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

### **Obligations Assumed by Submitting a Proposal**

By submitting a proposal, the respondent certifies that:

- Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.
- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work;
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.
- The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this purchase to any employee, official, or current contracting consultant of the County of Inyo.

No purchase shall be considered binding upon the County until the County Board of Supervisors has made a final award and approved the purchase. The County is interested in working with a respondent able to initiate the project immediately following successful price negotiations.

### **Failure to Execute Purchase Agreement**

Failure to properly execute the purchase agreement within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

### **Respondent Competency**

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal as the winning bid. Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal as the winning bid. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

### **Prime Contractor Responsibility**

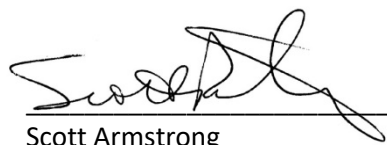
Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

### **Legal Address**

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

## **VII. Project Funding for the Firewall Refresh Project**

The County has identified funding for the Firewall Refresh Project. The full scope of the Firewall Refresh Project must be completed within the identified project budget.



Scott Armstrong  
Information Services Director, County of Inyo

Date: March, 15, 2021

\*\*\*



VRN 104260-010  
October 1<sup>st</sup>, 2021

**Prepared For:**

County of Inyo  
Scott Armstrong  
224 N Edwards Street  
Independence, CA 93526

**Project Description:**

RFP-IS-2102 Firewall Refresh Project  
Version 3

**Prepared By:**

Matthew Drulias  
Account Executive  
(310) 436-1076  
[mdrulias@vectorusa.com](mailto:mdrulias@vectorusa.com)

Mihailo Milosevic  
Solutions Engineer  
[mmilosevic@vectorusa.com](mailto:mmilosevic@vectorusa.com)



# Table of Contents

<b>Cover Letter</b> .....	<b>3</b>
<b>Company Overview</b> .....	<b>4</b>
<b>Executive Summary</b> .....	<b>5</b>
<b>Scope of Work</b> .....	<b>6</b>
Project Deliverables.....	6
Security Overview.....	6
Technical Requirements .....	6
Assumptions .....	7
Exclusions .....	7
<b>Project Parameters / Caveats</b> .....	<b>8</b>
<b>Project Pricing</b> .....	<b>10</b>
<b>Warranty</b> .....	<b>11</b>
<b>Terms &amp; Conditions</b> .....	<b>12</b>
<b>Signature &amp; Acceptance</b> .....	<b>15</b>
<b>Appendices</b> .....	<b>16</b>
Contractor’s License .....	16
DIR Registration .....	17
Manufacturer Letter of Authority .....	18
Proof of Insurance .....	19
Material Datasheets .....	20

## Cover Letter

Scott Armstrong  
Information Services Director  
County of Inyo  
224 N Edwards Street  
Independence, CA 93526

Dear Mr. Armstrong,

VectorUSA is pleased to submit this proposal in response to the County of Inyo RFP-IS-2102 for the Firewall Refresh Project. VectorUSA has read and fully understands the services required for this project. Our proposal is based upon a careful review of all guidelines and specifications set forth in the RFP, along with the RFI responses provided by the County of Inyo.

VectorUSA has been successful in providing all the equipment, labor and services to design and install firewall builds at many State and Local Government and Education organizations in the past and has deployed firewalls for some of the largest school districts in the United States. Our company attributes its success to being self-sufficient and adaptable. We have a staff with extensive Project Management backgrounds and knowledge which allows us to work with our clients to complete projects in any reasonable time frame, and to assist them with any questions or problems that may arise. Although it was not requested, VectorUSA has the ability to assist in provisioning the new security fabric architecture should the County desire it.

With regards to the completion of this project, VectorUSA feels confident that it will be able to comply with all the requirements listed in the scope of work and does not foresee any problems or risks in conjunction with performing this project in accordance with the standards set forth by the county in a timely manner.

On behalf of VectorUSA, I would like to thank you for your consideration and the opportunity to submit this proposal. We look forward to the possibility of working with your team on the Firewall Refresh Project.

Respectfully,

Matthew Drulias  
Account Executive  
(310) 436-1076  
mdrulias@vectorusa.com

## Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Phoenix, AZ, Charlotte, NC, Texas, Colorado and Pennsylvania, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

Firewall Solutions consist of the policies and practices adopted to prevent and monitor unauthorized access, misuse, modification, or denial of a computer network and network-accessible resources. Network security involves the authorization of access to data in a network, which is controlled by the network administrator. Network security covers a variety of computer networks, both public and private, that are used in everyday jobs, which includes conducting transactions and communications among businesses, government agencies and individuals. We partner with the best in the industry, including Aruba, Cisco, Fortinet, and Palo Alto, giving our clients access to the best network security solutions and products available to support their business operations.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Networking and Cyber Security, Network Infrastructure, Physical Layer - Fiber and Copper Networks, Wireless Networking, Video Conferencing, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, HPE Platinum, Microsoft, VMWare, Veeam, Aruba, Fortinet, Datto, Sony Gold, Qognify, Avigilon, Axis, ONSSI Platinum, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Crestron, Palo Alto as well as other industry leading manufacturers.

## Executive Summary

VectorUSA received the County of Inyo RFP-IS-2102 for the Firewall Refresh Project. The request for proposal included all firewalls defined in the request on a per-location-basis, VectorUSA has provided the firewall units and associated Threat Protection licensing and support for the County of Inyo. Upon careful review of the RFP and additional documents provided by the County, VectorUSA determined that a Fortinet FortiGate deployment was the best solution for the County of Inyo to meet both the network security requirements and the exceptional logging and reporting ability of these devices.

As part of the work for this proposal, VectorUSA has included the requested threat protection and support levels specified by the County, as well as the hardware accessories to facilitate the needs of specific devices.

## Scope of Work

### Project Deliverables

VectorUSA will begin the project by conducting an introduction meeting with the County IT personnel to gather information regarding the firewall requirements, to determine if any Technical Requirement firewall groups will require additional accessories, professional services, or additional software/hardware enablement. If additional services or items are desired, those can be provided upon request during this time. Presently, VectorUSA has conducted an initial demonstration of the FortiGate appliances, and adjusted the Bill of Materials, threat protection, and support models for the individual device groups based upon requests provided by the County of Inyo.

VectorUSA has provided pricing options on 3-year subscription for the Fortinet threat protection subscription defined in the detailed pricing section of this proposal. These threat protection levels refer to multiple security features or services are combined into a single device within your network. Those features include, at a high-level, Antivirus, Anti-malware, network Firewall, Intrusion Prevention, Virtual Private Networking (VPN), Web Filtering, and Data Loss Prevention. For the purposes of the RFP request, VectorUSA is providing the firewalls requested as a drop-shipment of materials only.

VectorUSA has provided pricing for the individual locations as defined in the technical requirements section of the RFP, with 3 years of various threat protection levels (see detailed pricing) and 24x7 FortiCare and FortiGuard services.

### Security Overview

The FortiGate next-generation firewall will utilize purpose-built security processors and threat intelligence security services from AI-powered FortiGuard labs to deliver top-rated protection, high performance inspection of clear-texted and encrypted traffic. Coupled with tight integration to other Fortinet products, your security extends and protects further and more effectively.

### Technical Requirements

VectorUSA has proposed Fortinet FortiGate 61F, 101F, 201F and VM-01 models as options for this deployment. All four models meeting the RFP requirements for exceptional logging, reporting, and threat protection as provided by the UTM bundle. If additional security features are desired or required, a separate threat protection bundle can be quoted upon request.

- FortiGate 61F – Hardware, Unified Threat Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 61F Series](#)
- FortiGate 81F – Hardware, Enterprise or Advanced Threat Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 81F Series](#)
- FortiGate 101F – Hardware, Enterprise or Advanced Threat Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 101F Series](#)
- FortiGate 201F – Hardware, Advanced Threat Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 201F Series](#)
- FortiAnalyzer 300G – Hardware, FortiGuard Indicator of Compromise (IOC) & 24/7 FortiCare
  - [FortiAnalyzer® 300G Series](#)

VectorUSA has not included any data cabling for firewall connections, it is recommended Category 6 or 6A cabling is utilized for uplinks for each physical firewall. VectorUSA can provide additional pricing for optics and rack mount kits to be ordered as needed.

## Assumptions

- All cabling will be provided and connected by the County of Inyo personnel.
- VectorUSA has provided line item pricing for transceivers (optics) and rack mount kits for SMB firewalls, the County of Inyo is expected to order those items as needed outside of the accessories shown in the detailed pricing. Installation of these accessories has not been included, and the quantities of the included items were defined by the client.
- For any portion of this BoM where a Virtual Machine is required, the County will provide a physical host. Additionally, the underlying virtualization infrastructure and software will be provided and configured by the County.

## Exclusions

- VectorUSA has not included any labor or configuration services at this time, this scope of services is considered a drop shipment of materials and licensing only.
- Remote locations may be subject to additional shipping and handling costs if they are to be delivered from VectorUSA's warehousing location as these locations have not been defined by the client.

## Project Parameters / Caveats

### Change Order

Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

### Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

### Add & Delete

Any additional work requested outside of the scope of work will be considered as separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

### Defective Materials

If, due to problems with the existing hardware and / or materials provided by the client or other third parties, there is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work, it will be addressed in the form of a written change order.

### Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

### Schedule

VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

### Delays

The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

### **Workdays / Overtime**

All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

### **Asbestos / Hazardous Environments**

VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and / or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

### **Storage Area**

The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

### **Existing Cable**

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., undamaged, labeled, correct pin configurations, etc.). If pretesting or precertification is not included in our scope of work VectorUSA assumes no responsibility for existing cabling. If during installation it is found VectorUSA will inform the client. Troubleshooting and resolution services are available if needed and can be addressed in the form of a change order.



## Project Pricing

The following pricing represents the delivery of Fortinet FortiAnalyzer with FortiGuard IoC and FortiGate firewall hardware appliances with 3 years of threat protection and 24x7 FortiCare + FortiGuard services only. These items will be shipped to the designated locations of the County's choosing. Additional shipping and handling rates may apply as these locations were not defined in the RFP. The pricing in this section does NOT include professional services of any kind, if additional accessories are required it is expected the County will order these accessories as needed.

The items below are hardware and software bundles, the licensing renewal will be less than that unit prices shown for a 3-year term of the specified threat protection and FortiCare + FortiGuard services requested by the County of Inyo.

Taxes will be calculated and billed upon the materials shown below at a rate of 7.75%.

Material Description	Units	Unit Price	Material	Labor	Total	
<b>REMOTE FIREWALL</b>						
Hardware, Threat Protection and Support						
FortiGate-61F Hardware plus 24x7 FortiCare and FortiGuard (UTM)	15	1,415.32	21,229.80	0.00	21,229.80	
Sub-Total			21,229.80	0.00	21,229.80	
<b>VPN FIREWALL</b>						
Hardware, Threat Protection and Support						
FortiGate-101F	1	2,138.42	2,138.42	0.00	2,138.42	
FortiGate-101F Advanced Threat Protection (24x7 FortiCare plus	1	3,608.58	3,608.58	0.00	3,608.58	
Sub-Total			5,747.00	0.00	5,747.00	
<b>INTERNET FIREWALL</b>						
Hardware, Threat Protection and Support						
FortiGate-101F Hardware plus Enterprise Protection 24x7 FortiCare	2	7,270.62	14,541.24	0.00	14,541.24	
Sub-Total			14,541.24	0.00	14,541.24	
<b>STATE FIREWALL</b>						
Hardware, Threat Protection and Support						
FortiGate-81F	2	830.83	1,661.66	0.00	1,661.66	
FortiGate-81F Advanced Threat Protection (24x7 FortiCare plus	2	1,402.03	2,804.06	0.00	2,804.06	
Hardware Accessories						
Power cord, C6 inlet, US for FG/FWF-40C, FG/FWF-60C, FG/FWF	2	6.89	13.78	0.00	13.78	
Rack mount tray for all E series desktop model and backware	2	129.46	258.92	0.00	258.92	
Sub-Total			4,738.42	0.00	4,738.42	
<b>DATA CENTER FIREWALL</b>						
Hardware, Threat Protection and Support						
FortiGate-201F	1	2,625.7	2,625.70	0.00	2,625.70	
FortiGate-201F Advanced Threat Protection (IPS, Advanced	1	4,430.87	4,430.87	0.00	4,430.87	
10GE SFP+ transceiver module, short range	2	57.62	115.24	0.00	115.24	
Sub-Total			7,171.81	0.00	7,171.81	
<b>FORTIANALYZER - CENTRALIZED LOGGING AND ANALYSIS</b>						
Hardware, Threat Protection and Support						
FortiAnalyzer-300G - Centralized log & analysis appliance - 4x GE	1	5,425.55	5,425.55	0.00	5,425.55	
FortiAnalyzer-300G 3 Year Subscription license for the FortiGuard	1	3,617.03	3,617.03	0.00	3,617.03	
FortiAnalyzer-300G 3 Year 24x7 FortiCare Contract	1	3,617.03	3,617.03	0.00	3,617.03	
Sub-Total			12,659.61	0.00	12,659.61	
			PROJECT SUB-TOTAL	66,087.88	0.00	66,087.88
			SALES TAX			3,720.80
			PROJECT TOTAL			69,808.68

## Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly.

## Terms & Conditions

**Assumptions and Exclusions:** The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

**Scope of Services:** VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

**Access:** Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

**Limited Warranty:** VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:** The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to

any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

**Excusable Delays:** VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

**Exclusions:** THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

**Software and Operating System Errors:** This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

**Indemnification:** Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

**Confidentiality, Publication and Non-Compete:** VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

**Scope of Agreement:** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**Assignment:** This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**Integration Clause:** This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

**Prevailing Wage:** Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

**Sales Tax:** Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

**Payment and Termination:** All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

**Contract:** Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

**Acceptance of Order:** This quote is valid for 120 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

## Signature & Acceptance

Material Total	\$66,087.88
Tax Total	\$3,720.80
Proposal Total	\$69,808.68

Accepted and Approved for:

VectorUSA  
20917 Higgins Court  
Torrance, Ca. 90501

County of Inyo  
224 N Edwards Street  
Independence, CA 93526

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

## Appendices

### Contractor's License

**STATE OF CALIFORNIA**

# Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:



**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**

**654046**      TYPE CORP

Business Name VECTOR RESOURCES INC DBA  
VECTORUSA

Classification C-7 C10 B C61/D56

Expiration Date 09/30/2022      [www.cslb.ca.gov](http://www.cslb.ca.gov)

**VECTOR RESOURCES INC**

**License Number 654046**

to engage in the business or act in the capacity of a contractor  
in the following classification(s):

C-7 - LOW VOLTAGE SYSTEMS  
C10 - ELECTRICAL  
B - GENERAL BUILDING CONTRACTOR  
D56 - TRENCHING (ONLY)

Witness my hand and seal this day,  
December 7, 2012

**Issued September 11, 1992**



James Miller  
Board Chair

This license is the property of the Registrar of Contractors,  
is not transferrable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.



Stephen P. Sands  
Registrar of Contractors

13L-24 (REV. 12-07)      OSP 07 105460      AUDIT NO: 546234

## DIR Registration



State of California

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

# Department of Industrial Relations

### Contractor Information

**Legal Entity Name**  
VECTOR RESOURCES, INC. DBA VECTORUSA

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
100002893

**Registration effective date**  
07/01/20

**Registration expiration date**  
06/30/21

**Mailing Address**  
20917 HIGGINS COURT TORRANCE 90501 CA United Stat...

**Physical Address**  
20917 HIGGINS COURT TORRANCE 90501 CA United Stat...

**Email Address**  
jsinnott@vectorusa.com

**Trade Name/DBA**  
VECTORUSA

**License Number (s)**  
CSLB:654046  
CSLB:654046

### Registration History

Effective Date	Expiration Date
05/08/18	06/30/19
06/06/17	06/30/18
06/07/16	06/30/17
06/22/15	06/30/16
11/18/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21

### Legal Entity Information

**Corporation Entity Number:** 954154511

**Federal Employment Identification Number:** 954154511

**President Name:** DAVID ZUKERMAN

**Vice President Name:** JEFFREY ZUKERMAN

**Treasurer Name:** DAVID ZUKERMAN

**Secretary Name:** JEFFREY ZUKERMAN

**CEO Name:**

Agency for Service:

**Agent of Service Name:** DAVID ZUKERMAN

**Agent of Service Mailing Address:** 20917 HIGGINS COURT TORRANCE 90501 CA United States of America

### Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current worker's compensation insurance information below:**

PEO InformationName	Phone	Email

**Insured by Carrier**

**Policy Holder Name:** VECTOR RESOURCES, INC. DBA VECTORUSA

**Insurance Carrier:** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**Policy Number:** UB-0L239923-18-13-G

**Inception date:** 11/01/19

**Expiration Date:** 11/01/20



## Manufacturer Letter of Authority



# *Certificate of Authorized Reseller*

Date: 01/13/2021

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: Vector Resources, Inc. dba VectorUSA

Having its registered place of business at:  
3530 Voyager Street, Torrance, CA 90503, United States;

is currently an authorized FortiPartner and is currently authorized throughout US to sell Fortinet products as a partner with the following designations:

- Level of Engagement: Advanced
- Business Model: Integrator

This certificate is issued as of the date shown above, and is valid for 180 days from this date.

Provided the FortiPartner identified above has purchased applicable support services from Fortinet and the applicable support services have been effectively registered and contracted with Fortinet, Fortinet agrees and undertakes that Fortinet would provide support for the applicable Fortinet products according to the terms of the support agreement, available at <https://support.fortinet.com>. Fortinet Products are shipped subject to the terms of its then-current End User License Agreement, available at <http://www.fortinet.com/doc/legal/EULA.pdf>, which sets forth Fortinet's warranty.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at [http://www.fortinet.com/partners/partner\\_program/fpp.html](http://www.fortinet.com/partners/partner_program/fpp.html). Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and can not make statements that are binding on behalf of Fortinet.



Manufacture Confirmation  
Samantha Symonds  
Vice President of Legal and Compliance, Americas

FORTINET, INC.  
899 Kifer Road  
Sunnyvale, CA 94086

Telephone: +1-866-868-3678  
Email: [sales@fortinet.com](mailto:sales@fortinet.com)  
Website: [www.fortinet.com](http://www.fortinet.com)

---

Fortinet Inc., 899 Kifer Road, Sunnyvale, CA 94086, USA

Proof of Insurance



VECTRES-01

BELENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 130 Vantis Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Cheryl Perkovich PHONE (A/C. No. Ext): (949) 297-5534 52029 FAX (A/C. No): (949) 297-5960 E-MAIL ADDRESS: Cheryl.Perkovich@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:			6306H947178	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA0L893865	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP9J207638	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0L239923	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability Aggregate Limit: \$10,000,000, Deductible: \$25,000. Policy #ZPL21N80907, Travelers Proeprty Casualty Company of America, 11/01/2019 - 11/01/2020.  
 Pollution Liability Aggregate Limit: \$10,000,000, Deductible: \$10,000. Policy #PPK1900265, Tokio Marine Specialty Insurance Company, 11/01/2018 - 11/01/2020.

CERTIFICATE HOLDER	CANCELLATION
IFOR PROOF PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

## Material Datasheets

- FortiGate 61F – Hardware, Unified Threat Protection (UTM) & 24/7 FortiCare and FortiGuard
  - [FortiGate® 61F Series](#)
- FortiGate 81F – Hardware, Enterprise or Advanced Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 81F Series](#)
- FortiGate 101F – Hardware, Enterprise or Advanced Protection & 24/7 FortiCare and FortiGuard
  - [FortiGate® 101F Series](#)
- FortiGate 201F – Hardware, Advanced Threat Protection (ATP) & 24/7 FortiCare and FortiGuard
  - [FortiGate® 201F Series](#)
- FortiAnalyzer 300G – Hardware, FortiGuard Indicator of Compromise (IOC) & 24/7 FortiCare
  - [FortiAnalyzer® 300G Series](#)



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Rochelle Romo

**SUBJECT:** Approve a Blanket Purchase Order to Pitney Bowes for Postage

---

**RECOMMENDED ACTION:**

Request Board to authorize issuance of a Blanket Purchase Order in an amount not to exceed \$62,500, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the postage meter for Fiscal Year 2021-2022.

**SUMMARY/JUSTIFICATION:**

Information Services processes mail daily for various County Departments. The cost of postage related to this service is paid from the Information Services budget annually. Information Services uses a Pitney Bowes postage machine selected through a competitive bid process and approved by your Board in February 2018, to apply postage to mail.

Periodically funds need to be loaded to the postage machine from the County's Purchase Power account with Pitney Bowes. The Auditor's Office requires a Blanket Purchase Order be issued annually for the estimated postage and that the cost of each postage refresh be applied towards the Blanket Purchase Order.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this request which would result in the County terminating their contract with Pitney Bowes early. This would then require Information Services to follow the County Purchasing policy while finding a new vendors.

**OTHER AGENCY INVOLVEMENT:**

Currently all County Departments rely on postage service provided by Information Services.

**FINANCING:**

Funding for postage costs were budgeted for in the FY 2021/22 Information Services 011801 - 5236 (Information Services Postage).

**ATTACHMENTS:**

**APPROVALS:**

Rochelle Romo  
Rochelle Romo  
Darcy Ellis  
Amy Shepherd  
Scott Armstrong

Created/Initiated - 10/5/2021  
Approved - 10/6/2021  
Approved - 10/6/2021  
Approved - 10/6/2021  
Final Approval - 10/6/2021



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Miquela Beall

**SUBJECT:** Request to Dispose of Surplus Motor Pool Vehicles

---

#### **RECOMMENDED ACTION:**

Request that your Board: A) declare the vehicles and equipment identified in Exhibit A as surplus; B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another vendor for the removal and sale or recycle of any vehicles remaining unsold after the Public Surplus process.

#### **SUMMARY/JUSTIFICATION:**

In 2015 your Board approved a comprehensive vehicle acquisition process utilizing Enterprise Fleet Management. Most County Motor Pool vehicles are now being leased through Enterprise. At the end of their useful life, the vehicles will be auctioned to the public and the proceeds will go into the Motor Pool Replacement Trust. Fully transitioning to the Enterprise model will take several years.

Included here, as Attachment A, is a list of vehicles either recently or soon to be taken out of service by the County. These 6 vehicles are owned by the County through Motor Pool and not part of the Enterprise Fleet. It is requested that your Board declare these vehicles as surplus and authorize Motor Pool to offer these vehicles to be sold through [publicsurplus.com](http://publicsurplus.com). Any remaining vehicles will then be taken to be recycled or sold to Enterprise under the previously approved consignment auction agreement with Enterprise Fleet Management.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may select to revert to the sealed bid process. This alternative is not recommended as it is very time-consuming and does not maximize cost recovery.

The vehicles could be placed directly into a vehicle auction either through Enterprise or another auction house. This would limit the ability of local residents to bid on the vehicles but is much less staff intensive and may not produce the highest level of cost recovery.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Exhibit A: 2021 Board Surplus List

**APPROVALS:**

Miquela Beall	Created/Initiated - 9/29/2021
Darcy Ellis	Approved - 9/29/2021
Miquela Beall	Approved - 9/29/2021
Marshall Rudolph	Approved - 9/30/2021
Amy Shepherd	Approved - 9/30/2021
Sue Dishion	Approved - 10/6/2021
Leslie Chapman	Final Approval - 10/7/2021

## 2021 Surplus List

Asset#	MAKE/MODEL	VIN
8180	2001 DODGE DAKOTA	1B7GG26X31S293425
8439	2006 FORD ESCAPE	1FMYU93196KD53653
8737	2008 CHEVY UPLANDER	1GNDV23188D207492
9052	2011 FORD F150	1FTMF1CM5BKE10627
8910	2011 FORD FUSION	3FAHPOCGOBR202711





# County of Inyo



## Health & Human Services - Social Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Melissa Best-Baker

**SUBJECT:** Payment to County Medical Services Program (CMSP) Governing Board in the amount of \$12,076.04

---

**RECOMMENDED ACTION:**

Request Board approve a payment to County Medical Services Program (CMSP) Governing Board in the amount of \$12,076.04 for unspent grant funds used to expand Medi-Cal and CMSP outreach efforts and address social determinants of health.

**SUMMARY/JUSTIFICATION:**

The Department originally received this grant in 2017. The grant was initially used to purchase teleconference equipment, including large televisions, cameras, speaker phones, and iPads, and a Zoom subscription that was shared not only among HHS but with the Auditors office and other partners, as well as being used to outreach to potential CMSP-eligible residents.

In 2018 and 2019, this grant was used to pay for a contractor to do a strategic planning process with a broad array of community partners to develop countywide health care priorities. The contractor developed a strategic roadmap for Inyo County health partners to begin developing programs within the identified priority areas of 1) Mental Health, with an emphasis on pregnant and postpartum families, 2) Substance Use Disorder services, and 3) access to care. Based on this Roadmap, Inyo County HHS and our community partners have coordinated together to invest heavily in the priority areas, including Medication Assisted Treatment (MAT) programs and a countywide training on Postpartum support. We also used this funding to support a shared-staff model by bringing a doctor from Northern Inyo Healthcare District emergency room on to the Inyo County Substance Use Disorder team to enhance communication between NIHD and HHS.

Unfortunately, due to COVID, some of the programs initially funded by this grant were utilized less than initially envisioned. This grant cycle has come to an end and the Department is required to return unspent funds, which were advanced to the County. The Department respectfully requests approval to pay the CMSP Governing Board in the amount of \$12,076.04, which represents the unspent portion of the original \$150,000 grant.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the payment and leave us out of compliance with paying our recoupment for this program.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriff, Inyo County health partners

**FINANCING:**

These funds were deposited into the HHS Suspense Trust (505104). We will pay the monies out of Health (045100) object code (5265) Professional Services and reimburse the budget from the trust account.

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 9/20/2021
Darcy Ellis	Approved - 9/21/2021
Meaghan McCamman	Approved - 9/30/2021
Marilyn Mann	Approved - 10/1/2021
Melissa Best-Baker	Approved - 10/1/2021
Amy Shepherd	Approved - 10/1/2021
Marilyn Mann	Final Approval - 10/1/2021



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Ashley Helms

**SUBJECT:** Accept a donation of towable broom from the Reno-Tahoe Airport Authority for the Bishop Airport

---

**RECOMMENDED ACTION:**

Request Board, pursuant to Inyo County Code Section 6.26.020, accept a donation of a towable broom from the Reno-Tahoe Airport Authority on behalf of the County.

**SUMMARY/JUSTIFICATION:**

The Reno-Tahoe Airport Authority has offered to transfer a 16-foot towable broom to the Bishop Airport. The broom was purchased in 2006 for \$117,548, and was used for approximately 400 hours. The donation will include a new set of broom wafers and two spare caster wheels. The Inyo County Road Department will transport the equipment from Reno to Bishop.

The broom will be used for snow removal activities and for clearing debris from runways and taxiways. The Bishop Airport currently leases the Road Department's 8-foot sweeper when the airfield requires sweeping. Having a dedicated sweeper on site will allow the Airport to clear debris and snow in a more timely manner; additionally the 16-foot width is more appropriate for the 100-foot runways.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the donation from the Reno Tahoe Airport Authority, this is not recommended as this is a piece of equipment that will be very valuable to the operations at the Bishop Airport, and the cost for transport and maintenance of the equipment is negligible compared to the price of purchasing a new sweeper.

**OTHER AGENCY INVOLVEMENT:**

Reno-Tahoe Airport Authority

**FINANCING:**

The cost of the transport by the Road Department will be paid from Bishop Airport Operating (150100), Object Code 5124 (External Charges).

**ATTACHMENTS:**

**APPROVALS:**

Ashley Helms	Created/Initiated - 9/30/2021
Darcy Ellis	Approved - 10/1/2021
Ashley Helms	Approved - 10/5/2021
Breanne Nelums	Approved - 10/5/2021
Marshall Rudolph	Approved - 10/5/2021
Amy Shepherd	Approved - 10/5/2021
Michael Errante	Final Approval - 10/5/2021



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Trevor Taylor

**SUBJECT:** Notice of Completion for the HSIP Centerline Striping Project

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-50, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the HSIP Centerline Striping Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

At the August 20th, 2021 meeting of the Board of Supervisors, your Board awarded the construction contract for the HSIP Centerline Striping Project to Sterndahl Enterprises, Inc. of Sun Valley, CA in the amount of \$134,878.40. The final construction contract amount, not including construction engineering/ inspection, is \$134,555.12.

Sterndahl Enterprises, Inc. completed the work for the HSIP Centerline Striping Project on September 21, 2021. The project work consisted of applying ~137 miles of centerline traffic striping to 18 different roadways throughout Inyo County in addition to ~8.8 miles of edge striping across 3 different roadways. On September 21, 2021, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Public Works Department is requesting that the Board adopt the attached Resolution, which accepts the improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the recordation of a Notice of Completion begins the 30 day period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the Contractor.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

8/28/2018 - Approval of HSIP Grant submittal  
7/6/2021 - Approval of Plans and Specifications  
8/20/2021 - Award Construction Contract

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Resolution. Consequently, the project would not be formally

accepted and the Notice of Completion could not be filed. This is not recommended, as it will extend the period during which stop notices can be submitted and will delay release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:**

Caltrans - Reimbursement of construction and project costs

**FINANCING:**

The HSIP Centerline Project is 100% reimbursable through the Highway Safety Improvement Program. Costs for construction and construction engineering will be paid through budget unit 034601 State Funded Road, Object Code 5704.

**ATTACHMENTS:**

1. HSIP Centerline Striping NOC Resolution
2. HSIP Centerline Striping NOC

**APPROVALS:**

Trevor Taylor	Created/Initiated - 9/27/2021
Darcy Ellis	Approved - 9/27/2021
Trevor Taylor	Approved - 9/29/2021
Breanne Nelums	Approved - 9/29/2021
Marshall Rudolph	Approved - 9/29/2021
Amy Shepherd	Approved - 9/29/2021
Michael Errante	Final Approval - 9/30/2021

**RESOLUTION #2021 - \_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE HSIP CENTERLINE STRIPING PROJECT**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the HSIP Centerline Striping Project (HSIPL-5948(094)) has been completed by Sterndahl Enterprises, Inc., of Sun Valley, CA in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the HSIP Centerline Striping Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Leslie Chapman, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the HSIP Centerline Striping Project on the property hereinafter described was completed on September 21<sup>st</sup>, 2021 and was accepted by the Inyo County Board of Supervisors on \_\_\_\_\_.
2. The property on which the HSIP Centerline Striping Project has been completed is located on the following roadways: Pine Creek Road, Old Sherwin Grade Road, Reata Road, Underwood Lane, Brockman Lane, Dixon Lane, Five Bridges Road, Poleta Road, Gerkin Road, Glacier Lodge Road, Death Valley Road, Onion Valley Road, Horseshoe Meadows Road, Gill Station Coso Road, Nine Mile Canyon Road, State Line Road, Old Spanish Trail Highway, and Tecopa Hot Springs Road in the County of Inyo, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the eighteen (18) roads involved in the project work.
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to the Resolution adopted \_\_\_\_\_, 2021, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that completed the HSIP Centerline Striping Project pursuant to contract with the owner is Sterndahl Enterprises, Inc., of Sun Valley, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Errante, Director of Public Works



**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the HSIP Centerline Striping Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante, Director of Public Works



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Greg Waters

**SUBJECT:** Resolution and Notice of Completion for the Election Emergency Standby Generators Installation Project

---

**RECOMMENDED ACTION:**

Request Board approve proposed Resolution No. 2021-51, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Election Emergency Standby Generator Installation Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

In preparation for future Public Safety Power Shutdown (PSPS) events, or any other incident that may cause extended power outages, the Inyo County Clerk Recorder's Office and Inyo County Office of Emergency Services have both leveraged funding opportunities to purchase generators as a back-up power source to support critical infrastructure, essential facilities and provide resiliency county-wide. In August of 2020, your Board approved a Purchase Order to move forward with purchasing the back-up generators for this project.

A portion of these funds were allocated to Inyo County from the California Governor's Office of Emergency Services Fiscal Year 2019 Public Safety Power Shutoff Resiliency Allocation and the Fiscal Year 2020 Community Power Resiliency Allocation. These funds were allocated to Operational Areas throughout the State of California to support critical infrastructure and resiliency county-wide, with a particular focus on public safety, vulnerable communities and individuals with access and functional needs.

This project will provide an emergency power source for not only election facilities, but also emergency shelters, warming/cooling centers and senior centers.

The Board awarded an installation contract to install the generators to Eldridge Electric & Son, Inc at the February 23, 2021 Board meeting. The work of this contract has now been completed.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Inyo County Recorder's Office and the Inyo County Office of Emergency Services both received funding to purchase back-up generators to help support critical infrastructure and resiliency county-wide. The generators were purchased previously with your Board's approval.

The item brought before your Board today will recognize the completion of the scope-of-work previously

contracted to Eldridge Electric & Son, Inc for installation of the generators and the generator connections.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to authorize the recording of the Notice of Completion for the installation of the generators. The contractor would remain unpaid for the balance of the funds due them under the contract.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This Project is funded jointly by the Election Grant of \$148,357.00 Budget Unit #621250 California Governor's Office of Emergency Services Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation and the Fiscal Year 2020 Community Power Resiliency Allocation Totaling \$186,061.39 and included in the Board Approved Fiscal Year General Relief Budget #010205, Equipment Object Code #5650

**ATTACHMENTS:**

1. Election Emergency Standby Generators Installation Project - Notice of Completion and Resolution

**APPROVALS:**

Greg Waters	Created/Initiated - 10/5/2021
Darcy Ellis	Approved - 10/5/2021
Michael Errante	Approved - 10/5/2021
Michele Hartshorn	Approved - 10/6/2021
Danielle Sexton	Approved - 10/7/2021
Kelley Williams	Approved - 10/7/2021
Marshall Rudolph	Approved - 10/7/2021
Amy Shepherd	Final Approval - 10/7/2021

**RESOLUTION #2021 - XXXXX**

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Election Emergency Standby Generators Installation Project has been completed by Eldridge Electric & Son, Inc. in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Election Emergency Standby Generators Installation Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

---

Jeff Griffiths, Chairperson, Board of Supervisors

**ATTEST:**

Leslie Chapman, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Election Emergency Standby Generators Installation Project** on the property hereinafter described was completed on **September 14, 2021** and was accepted by the Board of Supervisors, County of Inyo on **October 12<sup>th</sup>, 2021**.
2. The property on which the **Election Emergency Standby Generator Installation Project** has been completed is located at various sites in Inyo County, CA as follows: Tri-County Fairgrounds, Bishop Senior Center, Big Pine Town Hall, Independence Courthouse, Independence Annex Building, and Lone Pine Statham Hall
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains **Big Pine Town Hall, Independence Courthouse, and the Independence Annex Building. The County of Inyo leases the property at Tri-County Fairgrounds and Bishop Senior Center.**
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted **October 12<sup>th</sup>, 2021**, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **Election Emergency Standby Generators Installation Project**, pursuant to contract with the County, is **Eldridge Electric & Son, Inc.**

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Michael Errante, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the **Election Emergency Generators Installation Project**, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante



# County of Inyo



## Public Works - Parks & Recreation

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** John Pinckney

**SUBJECT:** Purchase order for the purchase of woodchips for Millpond and Diaz Lake playgrounds

---

**RECOMMENDED ACTION:**

Request Board authorize a purchase order for an amount not to exceed \$10,880.59, payable to Sierra Winds Products for Leisure of Reno, NV for the purchase and delivery of Engineered Wood Fiber Surface Material (woodchips) for Millpond and Diaz Lake playgrounds.

**SUMMARY/JUSTIFICATION:**

Inyo County Parks and Recreation sought bids for the purchase of Engineered Wood Fiber Surface Material (woodchips) for Millpond and Diaz Lake playgrounds. Woodchips are used as a playground ground-cover material because they have good shock absorbency, which helps prevent injuries from falls and is easy to maintain. Sierra Winds of Reno, NV, submitted the only responsive bid. We have purchased from them in the past and are satisfied with their product.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid for the purchase of woodchips for the Parks Playgrounds; however, this is not recommended given the safety issues.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

This purchase was budgeted in the 21/22 Fiscal Year Parks and Recreation budget, 076900, Maintenance of Grounds, 5182.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott  
Darcy Ellis  
Teresa Elliott  
Breanne Nelums  
Amy Shepherd  
Michael Errante

Created/Initiated - 9/27/2021  
Approved - 9/27/2021  
Approved - 9/27/2021  
Approved - 9/27/2021  
Approved - 9/27/2021  
Final Approval - 9/27/2021





# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Cap Aubrey, John Pinckney

**SUBJECT:** Tire Amnesty Events

---

**RECOMMENDED ACTION:**

Request Board: A) waive all gate and disposal fees associated with the Tire Amnesty Events; and B) authorize payment from Recycling Waste Management to American Refuse, our tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

**SUMMARY/JUSTIFICATION:**

Recycling and Waste Management (RWM) has obtained grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for at least two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday, November 6, Sunday, November 7, 2021 and again on Saturday, April 23 and Sunday, April 24, 2022, which will allow County residents to recycle used waste automotive tires free of charge at the County landfills. The event is not open to other public agencies or commercial tire dealers and no heavy equipment tires are accepted.

Recycling and Waste Management received a grant of \$20,000 which will cover the cost of advertising the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 19 inch or smaller tires, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to conduct tire amnesty events, but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The event will be paid for by utilizing the Tire Amnesty grant funding.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 9/23/2021
Darcy Ellis	Approved - 9/24/2021
Breanne Nelums	Approved - 9/24/2021
Marshall Rudolph	Approved - 9/24/2021
Amy Shepherd	Approved - 9/29/2021
Michael Errante	Final Approval - 9/30/2021



# County of Inyo



## Probation

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Jeffrey Thomson

**SUBJECT:** Inyo County Probation Domestic Violence Program Presentation

---

**RECOMMENDED ACTION:**

Request Board receive presentation on Domestic Violence MRT: Bringing Peace to Relationships, a 52-week in-house domestic violence treatment and prevention program.

**SUMMARY/JUSTIFICATION:**

The Inyo County Probation Department has developed and implemented a 52-week domestic violence treatment and prevention program pursuant to Penal Code Section 1203.097. This year-long program utilizes the Correctional Counseling, Inc. Moral Reconciliation Therapy (MRT) program for domestic violence. The program is a cognitive-behavioral education approach that confronts batterer's beliefs and behaviors, especially focusing on power and control issues.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Krystal Leonard  
Darcy Ellis  
Krystal Leonard  
Jeffrey Thomson

Created/Initiated - 9/23/2021  
Approved - 9/23/2021  
Approved - 9/23/2021  
Final Approval - 9/23/2021





# County of Inyo



## Farm Advisor

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Dustin Blakey

**SUBJECT:** County-UC Agreement

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and University of California Agriculture and Natural Resources for the provision of professional services to the Farm Advisor department in support of the Inyo/Mono 4-H youth development program, in an amount not to exceed \$14,250 for the period of September 15, 2021 to September 14, 2022, contingent upon the Board's approval of future budgets. and authorize the County Administrator Officer to sign.

**SUMMARY/JUSTIFICATION:**

In the past, UC funded 4-H positions in counties have been paid by a combination of general and contingency funds by the University of California. The statewide program is reducing central funding support to the local programs, but will allow counties to capture most of the enrollment fees in support of our local 4-H coordinator position. However, this is insufficient to cover expenses without dramatically raising enrollment fees.

The current board approved budget provides \$14,250 of professional services expense in support of the Inyo/Mono 4-H program to help meet this gap.

This agreement sets up the mechanism to provide funding to the UC for our current program representative, a UC employee, to maintain their current level of service to our local communities, currently 0.5 FTE.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

This is the same agreement that was approved last year.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to ratify the contract, which would result in reduced services to local youth or dramatic increases in enrollment fees for families participating in 4-H.

**OTHER AGENCY INVOLVEMENT:**

none

**FINANCING:**

The Farm Advisor (066800) 2021-2022 budget includes \$14,250.00 in object code 5265-Professional Services.

**ATTACHMENTS:**

1. Inyo Co. Agreement 2021 for 4-H

**APPROVALS:**

Melissa Yeager	Created/Initiated - 9/28/2021
Darcy Ellis	Approved - 9/28/2021
Melissa Yeager	Approved - 9/28/2021
Sue Dishion	Approved - 10/6/2021
Marshall Rudolph	Approved - 10/6/2021
Amy Shepherd	Final Approval - 10/6/2021

**Agreement No. Y21-5769**

**4-H PROGRAM REPRESENTATIVE SERVICES**

THIS AGREEMENT is made on the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, Agriculture and Natural Resources (hereinafter called "University") and the COUNTY OF INYO (hereinafter called "County").

The parties hereto recite, declare and agree as follows:

WHEREAS, 4-H Program Representative services provides valuable educational resources to the residents of Inyo and Mono counties; and

WHEREAS, University is uniquely qualified to provide such services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. UNIVERSITY'S RESPONSIBILITIES. University shall provide 4-H Program Representative services and educational activities in accordance with the Exhibit A, "Scope of Work and Budget", which is attached hereto and incorporated as if fully set forth herein.
2. TERM. The term of this Agreement shall be from September 15, 2021, through September 14, 2022.
3. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon providing thirty (30) days prior written notice to the other party. Upon the giving of notice of termination by either party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the Scope of Work, including without limitation all uncancellable obligations. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.
4. ALTERATION AMENDMENT. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. COMPENSATION. Subsequent to the full execution of this Agreement, County shall pay the University the fixed price amount of Fourteen Thousand Two Hundred Fifty Dollars (\$14,250) to be payable in two equal payments upon receipt of an invoice. Invoices shall be submitted in October 2021 and March 2022. University's central accounting office shall submit invoices via email to Melissa Yeager, Office Manager, UCCE Inyo and Mono Counties, at [melyeager@ucanr.edu](mailto:melyeager@ucanr.edu). County shall make checks payable to "The Regents of the University of California", include a reference to this agreement by number, and mail the payments to the following address:

UC Davis AR Lockbox  
PO Box 741816  
Los Angeles, CA 90074-1816

6. INDEMNIFICATION. The Parties hereto shall defend, indemnify and hold each other harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or its officers, agents, or employees.
7. NOTICE. All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

TO: COUNTY  
Leslie Chapman  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526  
760-878-0292

TO: UNIVERSITY  
Kathleen Nolan  
Director  
ANR Office of Contracts & Grants  
University of California  
2801 Second Street  
Davis, CA 95618  
530-750-1306 phone  
knolan@ucanr.edu

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof, and supersedes any prior understanding or agreement between the parties, written or oral, regarding the same subject matter.
9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last written below.

COUNTY OF INYO

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_

By: Kimberly Lamar

Leslie Chapman  
County Administrative Officer  
County of Inyo

Kimberly Lamar  
Associate Director, Contracts and Grants

Date: \_\_\_\_\_

Date: 09/23/2021



## **EXHIBIT A**

### **Scope of Work and Budget**

#### **Scope of Work**

The 4-H Program Representative serves youth ages 5 to 19, their families, and adult volunteers.

4-H Program Representative shall provide the following duties and services to the Inyo-Mono Farm Advisor Department:

1. Coordinate 4-H countywide projects, events, meetings and educational activities in Inyo and Mono counties;
2. Recruit youth members and adult volunteers;
3. Provide training and organizational services in support of adult 4-H volunteers;
4. Manage enrollment process for youth members and adult volunteers;
5. Support youth by providing necessary training required to participate in local and statewide 4-H events, livestock shows, and other activities;
6. Promote the 4-H program in local media;
7. Ensure program compliance with federal, state, and county policies;
8. Coordinate online activities, teleconferences, and meetings for members and the public;
9. Collaborate with department staff and other counties as needed to deliver programs and activities to youth in our area;
10. Provide other services as needed that are required to ensure a safe, enjoyable youth development program for our community.

#### **Budget**

\$14,250 Salary and benefits for the Community Education Specialist position.



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Meaghan McCamman

**SUBJECT:** Contract for CMSP Legal Services with Foley and Lardner, LLP

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the contract for CMSP Legal Services with Foley and Lardner, LLP in an amount not to exceed \$20,000 for the period of September 30, 2021 to January 30, 2022, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Inyo County was awarded a \$50,000 Planning Grant from the County Medical Services Program (CMSP) to explore the possibility of purchasing a mobile clinic unit and transferring ownership of that unit to one or more health care providers who are willing to utilize the unit to provide health care to hard-to-reach populations. A source of potential grant funding to purchase the mobile clinic has been identified through the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Implementation grant, and a source of potential short-term operational support may be Inyo County's allocation of Whole Person Care round 2 funds.

HHS hired Wipfli, LLC to develop a financial pro forma to help Inyo-based health care providers determine the financial feasibility of providing services in Inyo's outlying communities, given clinic costs, potential utilization, payer mix, and reimbursement rates. The pro forma has been provided to Inyo's 3 potential participating providers. We believe that one or two providers remain interested in acquiring ownership of an HHS-purchased mobile clinic.

This contract with Foley and Lardner is the result of a request for proposal (RFP) to support the development of a mutually agreeable contract between the County of Inyo, Department of Health and Human Services and participating health care providers of Inyo County to purchase and transfer ownership of a mobile clinic. Foley and Lardner, along with Doug S. Cumming, Hooper, Lundy and Bookman, and Pillsbury Winthrop Shaw Pittman LLP responded to the RFP and Foley and Lardner, LLP was the successful respondent.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to ratify this contract. The funds would need to be returned to CMSP and HHS would not have support to develop a contract for the mobile clinic.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

State Grants. This is budgeted in the Health (045100) in Professional Services (5265). The funds were deposited into the HHS Suspense Trust (505104) and will be moved after the contract has been paid.

**ATTACHMENTS:**

1. Foley and Lardner, LLP Contract

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 10/1/2021
Darcy Ellis	Approved - 10/1/2021
Marilyn Mann	Approved - 10/1/2021
Melissa Best-Baker	Approved - 10/1/2021
Meaghan McCamman	Approved - 10/4/2021
Marshall Rudolph	Approved - 10/4/2021
Amy Shepherd	Approved - 10/5/2021
Marilyn Mann	Final Approval - 10/7/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND FOLEY AND LARDNER, LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Foley and Lardner, LLP (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 Meaghan McCamman, whose title is: Assistant Director of Health and Human Services. 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 September 30, 2021 to January 30, 2022 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

Twenty Thousand Dollars

(\$20,000) (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, 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, ET CETERA.**

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

**7. COUNTY PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County. This does not include internal Contractor communications. Contractor is permitted to retain a copy of the representation file pursuant to Section 11 of this Agreement, and utilize Contractor work product in accordance with the Rules of Professional Conduct.

**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

County of Inyo Standard Contract - No. 116

(Independent Contractor)

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall indemnify County from and against any and all liability, loss, damage, expense, and costs caused by Contractor's negligent or reckless performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.
- B. Document Retention. Pursuant Contractor's document retention policy, Contractor will retain the files pertaining to the representation, including material prepared by or for the internal use of its attorneys, for a minimum period of ten (10) years following the conclusion of the representation. Therefore, if County does not request return of this file material prior to the expiration of the retention period, Contractor reserves the right to destroy it at the end of the defined retention period without further notice. Upon County's reasonable request, Contractor will provide such portions of these file materials to County as required by the applicable rules of professional responsibility or other legal requirements. Contractor reserves the right to retain a copy of County files.
- C. Inspections and Audits. Upon giving reasonable notice, and agreement between the parties as to time and manner, any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, directly 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. The foregoing is subject to any limitations set forth in the applicable ethical rules, regulations or other authority.

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to

Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County, subject to the Rules of Professional Conduct.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement, except with the County's written consent or as otherwise permitted under this Agreement. This section shall be governed by and interpreted in accordance with the Rules of Professional Conduct.



**19. ADVANCE WAIVER OF CONFLICTS AND AFFILIATES.**

Notwithstanding anything to the contrary herein, County agrees that the Contractor is permitted to represent other clients in matters directly adverse to County, including in the following categories of matters, as long as such matters are *not substantially related* to the legal services the Contractor provides to the County:

- (i) Counseling, advice, or negotiations regarding transactions, contracts, agreements, rights, or obligations, or preparation of documents;
- (ii) Arbitration, litigation, or other contested proceedings;
- (iii) Advocacy before federal, state, or local governments, or non-judicial governmental entities;
- (iv) Bankruptcy or insolvency proceedings in which County may have an interest; or
- (v) Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office, or prosecution of non-interfering intellectual property rights in a related technology.

County also agrees that the Contractor may represent adverse parties involved in matters that the Contractor handles for County, as long as the Contractor's representation of those parties is *not substantially related* to the work that the Contractor performs for County.

Unless specifically requested by County and agreed to by the Contractor, the Firm's representation does not extend to County's parent company, affiliates, subsidiaries, employees, directors, or other constituents ("Affiliates"). Accordingly, the Contractor may represent other clients in matters directly adverse to those Affiliates. If the Contractor agrees to represent an Affiliate, County agrees that the Affiliate is bound by the 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, consistent with the Rules of Professional Conduct.

**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-two (22) (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. LIMITATION OF LIABILITY**

Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the County's right to recover damages in a legal malpractice action that may exceed the Contractor's insurance and Contractor assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the County's claim.

**25. 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	
<u>Health and Human Services</u>	Department
<u>1360 N. Main St.</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Anil Shankar</u>	Name
<u>555 S. Flower St. Suite 3330</u>	Address
<u>Los Angeles CA, 90071</u>	City and State

**26. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO  
AND FOLEY AND LARDNER, LLP  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 30 DAY OF SEPTEMBER, 2021.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Anil Shankar  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 9/30/2021 \_\_\_\_\_

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 FOLEY AND LARDNER, LLP FOR THE PROVISION OF LEGAL SERVICES

#### Purpose:

Health care access in Inyo County is challenging, especially for remote communities far from the Hwy 395 corridor and for low income residents who experience transportation challenges. The single clinic located off of the Hwy 395 corridor shut its doors in October 2018, leaving all of southeast Inyo County, including the service workers of Death Valley National Park, without access to nearby health care.

Because Inyo County's sparsely populated geography spans the service areas of several health care organizations, there is no single entity that would obviously serve as a partner to provide health care to all outlying areas. The Inyo County Department of Health and Human Services (HHS) received a planning grant from the County Medical Services Program (CMSP) to determine the feasibility of making health care accessible throughout the county by purchasing a mobile clinic that can be used by multiple providers to serve their specific service areas. HHS worked with Wipfli, LLC to develop a financial pro forma for each of the potential providers and to facilitate conversation around how to share the mobile clinic equipment, staff, maintenance, and upkeep. This contract with Foley and Lardner, LLP, will support the development of a final agreement between the County and the participating health care organizations.

#### Scope of Work – By January 2022:

- Foley and Lardner will participate in a kickoff meeting with Inyo County Health and Human Services (HHS), during which we will discuss the financial pro forma prepared by Wipfli and will outline the goals of the Legal Agreement.
- Foley and Lardner will develop a list of Key Elements that must be included in the Legal Agreement and must be decided between the participating entities. Examples of Key Elements include:
  - Ownership of the mobile unit.
  - Insurance, liability, and risk considerations.
  - Staffing the mobile unit – minimum qualifications, shared staff considerations.
  - Maintenance of the mobile unit, including scheduled maintenance and as-needed repairs.
- The list of Key Elements prepared by Foley and Lardner will include brief recommendations and/or considerations for stakeholders. For example, Foley and Lardner might recommend the creation of an LLC to 'own' the mobile unit. Or, Foley and Lardner might recommend that the stakeholders consider specific types of insurance.
- HHS will convene the participating stakeholders and facilitate a discussion about the Key Elements. Foley and Lardner will not participate in this initial discussion, but a list of follow-up questions will be provided to Foley and Lardner by HHS.
- If requested, Foley and Lardner will attend a Q&A session with participants, facilitated by HHS.
- Foley and Lardner will draft the agreement.
- Foley and Lardner will present the agreement to HHS and participating stakeholders. At that time, stakeholders and/or HHS may request changes or provide feedback to the agreement.
- Foley and Lardner will make one round of changes, if requested.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND FOLEY AND LARDNER, LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**SCHEDULE OF FEES:**

Total contract amount is \$20,000

One-half of the contracted amount (\$10,000) shall be payable to Contractor upon the execution of the agreement in October 2020.

The second half of the contracted amount (\$10,000) shall be paid to Contractor upon delivery of the final product and presentation of the final product document to Inyo County Department of Health and Humans Services and upon submission of the required invoice described in Section 3E of this Agreement.

## ATTACHMENT C

### AGREEMENT BETWEEN COUNTY OF INYO AND FOLEY AND LARDNER, LLP FOR THE PROVISION OF LEGAL SERVICES

#### INSURANCE PROVISIONS:

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:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

**Professional Liability:** Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors,

such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance**, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement 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. Check with Risk Management if CL is required.

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:

##### **Primary Coverage**

For any claims related to this contract, with the exception of Workers' Compensation, Professional Liability and Cyber Liability Insurance, the Contractor's insurance coverage shall be primary coverage 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 (with the exception of Workers' Compensation, Professional Liability and Cyber Liability Insurance) and shall not contribute with it.

##### **Notice of Cancellation**

Contractor shall give Inyo County notice in writing at least thirty days in advance of cancellation of any insurance policy required above.

##### **Waiver of Subrogation**

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor (with the exception of Professional Liability and Cyber Liability Insurance) 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.

##### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.



**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, or Fitch rating of no less than A unless otherwise acceptable to Inyo County.

**Claims Made Policies (should be applicable only to professional liability)**

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 of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the 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.

**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 on the same coverages Contractor is required to name Inyo County as an additional insured under this contract.

**Special Risks or Circumstances**

If events and/or circumstances cause an unforeseen increase to the risk profile of the agreement to which these insurance requirements are attached, Contractor and Inyo County will promptly meet and confer regarding potential changes to insurance requirements.-end-



# County of Inyo



## Public Works - Recycling & Waste Management

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Cap Aubrey, John Pinckney

**SUBJECT:** Budget Amendment for Recycling & Waste Management and authorize Recycling & Waste Management to purchase a new Caterpillar Wheel Loader

---

#### RECOMMENDED ACTION:

Request Board:

- A) amend the Fiscal Year 2021-2022 Recycling & Waste Management Budget #045700 as follows: increase estimated revenue in Operating Transfers In (4998) by \$274,797 and increase appropriation in Equipment (5650) by \$274,797 *(4/5ths vote required)*;
- B) amend the Fiscal Year (2021-2022) Recycling & Waste Management Capital Improvement Budget (045701) as follows: increase appropriation in Operating Transfer Out (5801) by \$274,797 *(4/5ths vote required)*; and
- C) declare Quinn Company of Lancaster, CA a sole-source provider of a 938 M Wheel Loader and authorize the issuance of a purchase order in an amount not to exceed \$274,797, payable to Quinn Company of Lancaster, CA.

#### SUMMARY/JUSTIFICATION:

On August 3, 2021, Your Board approved a 5-year equipment replacement plan for replacing heavy equipment at the Inyo County landfills. Inyo County Recycling and Waste Management (RWM) is in need of a new wheel loader for use at the Bishop landfill. While our current loader is still operational, it is a critical piece of equipment subject to grueling conditions and one loader is very near to the end of its expected lifecycle. If your Board approves this purchase, the new machine will be utilized at the Bishop landfill and allow us to transfer a 2015 938 Loader to Independence, replacing a 1999 938 Loader.

The department is also requesting your Board approve the purchase from Quinn Company of Lancaster as a sole source purchase. This is an extremely specialized piece of equipment and Caterpillar has a corner on the market. While there are some foreign competitors the availability of parts and service for those machines is questionable. Additionally, RWM has three of these 938 Loaders that have quick disconnect attachments that only fit the Caterpillar 938. Staff has the training and Caterpillar software necessary to maintain Caterpillar branded machinery. Purchasing the equipment from the Quinn Company in Lancaster comes as a result of Caterpillar allocating exclusive territories for their dealerships and Quinn Co services Inyo County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the purchase of this Loader at this time, however, this is not recommended. Given the age of the equipment currently in use, a major breakdown could substantially hinder operations at the Bishop landfill.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The funds for the wheel loader will be transferred from the Recycling & Waste Management Capital Improvement Fund 045701 utilizing the Operating Transfers Out object code 5801, to the Solid Waste budget 045700 Operating Transfers In object code 4998 once the purchase has been made. This purchase will be paid for out of the Recycling & Waste Management Budget 045700 from the Equipment object code 5650.

**ATTACHMENTS:**

1. Sole Source Cat Loader

**APPROVALS:**

Teresa Elliott	Created/Initiated - 9/20/2021
Darcy Ellis	Approved - 9/21/2021
Teresa Elliott	Approved - 9/27/2021
Breanne Nelums	Approved - 9/27/2021
Denelle Carrington	Approved - 9/28/2021
Marshall Rudolph	Approved - 9/28/2021
Amy Shepherd	Approved - 9/29/2021
Michael Errante	Approved - 9/29/2021
Denelle Carrington	Final Approval - 10/4/2021

## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

- There is only one known source because:
  - This is a sole provider of a licensed, copyrighted, or patented good or service.
  - This is a sole provider of items compatible with existing equipment or systems.
  - This is a sole provider of factory-authorized warranty service.
  - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
  - The requested product is used or demonstration equipment available at a lower than-new-cost.
  - One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

<b>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</b>	
<b>2021 CATERPILLAR MODEL 938M WHEEL LOADER</b>	
<b>\$274,796.50</b>	
DEPARTMENT CONTACT PERSON & TITLE Michael Errante, Public Works Director	
DEPARTMENT NAME Recycling Waste Management	PHONE 760-873-5577
REQUESTED SUPPLIER/CONSULTANT NAME QUINN CO.	SUPPLIER CONTACT PERSON TREE FERRELL
SUPPLIER ADDRESS 46101 N Sierra Hwy Lancaster, CA 93534	SUPPLIER CONTACT'S PHONE NUMBER 208-390-2310

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

  
 \_\_\_\_\_  
 Signature of Requestor  
  
  
 \_\_\_\_\_  
 Leticia S. Chapman  
 CAO Approval

\_\_\_\_\_  
 9/16/21  
 Date  
  
 \_\_\_\_\_  
 9/16/2021  
 Date

## Sole Source Justification for a new Cat 938M loader.

We are requesting a sole source approval for the purchase of a new 938M loader from Quinn Caterpillar in Lancaster CA. Inyo County Solid Waste has 3 938 loaders in service, these loaders have quick disconnect attachments that only fit the Cat 938 loaders and also we have purchased the software to repair these loaders. If we have to purchase a different brand loader, we would have to purchase additional attachments and software for the different brand loader.

Caterpillar vendors are restricted to certain areas. So this vendor is the only one for our area allowed to service us.



# County of Inyo



## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Grace Chuchla

**SUBJECT:** DIVCA ordinance

---

**RECOMMENDED ACTION:**

**County Counsel** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Adding Chapter 3.70 to the Inyo County Code Pertaining to the Implementation of the Digital Infrastructure and Video Competition Act of 2006," and schedule enactment for 11 a.m. October 19, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

**SUMMARY/JUSTIFICATION:**

In 2007, the state passed the Digital Infrastructure and Video Competition Act (DIVCA). DIVCA took the power away from local governments to enter into franchise agreements with cable providers. Now, all such franchise agreements must go through the California Public Utilities Commission. By taking away a county's ability to enter into franchise agreements, DIVCA also robbed local governments of the power to set standards or rules—such as customer service standards—that franchisees must follow.

While DIVCA was a blow to a county's ability to regulate the companies that provide cable service to their constituents, it did give counties the power to pass ordinances that permit the county to enforce various customer service standards. These customer service standards are set out by statute (see Gov't Code sections 53088.2 and 53055), and with one exception, the county is prohibited from enforcing any standards beyond what's already found in these statutes. The ordinance that is before your Board today seeks to create this enforcement process.

The enforcement process is as follows. First, a customer must report a complaint of the customer service standards found in DIVCA to the County. The County then investigates, and if the complaint is deemed meritorious, the County sends a Verified Complaint to the cable provider. The cable provider then has 30 days to fix the problem or they will be fined. This is a frustrating system because even the worst cable provider generally fixes problems more quickly than 30 days. But as is the case with the customer service standards, the County has no power to alter the timeline of the enforcement process.

However, the complaint process is not totally worthless. First, the complaint process gives the County the power to transmit Verified Complaints to the CPUC as evidence that a franchisee is habitually noncompliant with customer service standards. Second, having a complaint system is a useful way to give customers who

otherwise feel powerless a voice and an ability to document the problems that they might be facing.

Additionally, as mentioned above, there is one exception to the rule that the County is forbidden from imposing any higher customer service standards than what is already found in state law. This exception is found in Gov't Code section 53088.2(e), which states "All video providers shall provide to customers a toll-free or local telephone number for installation, and service, and complaint calls. These calls shall be answered promptly by the video providers. **The city, county, or city and county may establish standards for what constitutes promptness.**" That bolded part is significant because it permits a county to create rules to prevent a situation where the cable company forces you to sit on hold for 45 minutes before you can talk to a human. Thus, this ordinance defines "promptness" as the ability of a customer to speak with a live human within 15 minutes of the call being picked up (see section 3.70.070(A)(1)).

Finally, it is worth noting that there is some ambiguity about whether the complaint process and customer service standards found in DIVCA apply to companies that provide only internet service. DIVCA was written at a time when everyone had cable, but now, many people do not have traditional cable and instead watch TV on Netflix, Hulu, or other streaming services. Thus, there is a growing argument that DIVCA applies to internet providers who may not provide traditional cable services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. DIVCA Ordinance

**APPROVALS:**

Grace Chuchla

Darcy Ellis

Marshall Rudolph

Leslie Chapman

Created/Initiated - 9/27/2021

Approved - 9/28/2021

Approved - 10/5/2021

Final Approval - 10/7/2021

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ADDING CHAPTER 3.70 TO THE INYO COUNTY CODE  
PERTAINING TO THE IMPLEMENTATION OF THE DIGITAL INFRASTRUCTURE  
AND VIDEO COMPETITION ACT OF 2006**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to add Chapter 3.70 to the Inyo County Code to implement the enforcement and regulatory powers that were given to counties by the Digital Video and Infrastructure Competition Act of 2006.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given to the County by Gov't Code section 5900.

**SECTION THREE. MODIFICATIONS TO TITLE 3.**

Chapter 3.70, attached hereto as Exhibit A, is hereby added to Title 3 of the Inyo County Code.

**SECTION FOUR. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION FIVE. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SIX. EFFECTIVE DATE.**

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby



instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of October, 2021, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

---

JEFF GRIFFITHS, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis  
Assistant Clerk of the Board

# Exhibit A

## Inyo County Code Chapter 3.70

### **Section 3.70.010 Purpose and application.**

The State of California, through the public utilities commission, is the sole authority with power to grant state video franchises pursuant to the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) (AB 2987 (2006)). The purposes of this chapter are to implement DIVCA in the County of Inyo and to regulate, consistent with DIVCA and the implementing rules issued by the California Public Utilities Commission (“CPUC”), video service providers holding state video franchises and operating within the county pursuant to that franchise. This chapter shall be applied to and interpreted consistently with any amendments to, or recodifications of, DIVCA that may be made from time to time.

### **Section 3.70.020 Definitions.**

All definitions as stated in Public Utilities Code (“PUC”) section 5830 are hereby incorporated into this chapter by reference.

Additionally, as used in this chapter “Cable Coordinator” shall mean the Inyo County Administrative Officer or his or her deputy or designee.

### **Section 3.70.030 State video franchise fees.**

Any state video franchise holder operating within the unincorporated areas of the county shall pay a fee to the county equal to five percent of the state video franchise holder’s “gross revenue” as defined in PUC section 5860(d). This fee shall be remitted to the county quarterly, within forty-five days after the end of the calendar quarter. Each payment shall be accompanied by a summary explaining the basis for the calculation of the state franchise fee. If the holder does not pay the franchise fee when due, the holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent. If the holder has overpaid the franchise fee, it may deduct the overpayment from its next quarterly payment.

### **Section 3.70.040 PEG support fees.**

Any state video franchise holder operating within the unincorporated areas of the county shall pay a Public, Educational, and/or Government (“PEG”) fee to the county for capital support of PEG purposes that is equal to one percent of the franchise holder’s gross revenues, as defined in PUC section 5860(d).

### **Section 3.70.050 PEG channels.**

- A. Local franchise holders and holders of a state video franchise under DIVCA shall each provide two PEG channels unless county grants a written waiver for good cause as determined in the county’s sole discretion.

- B. All state video franchise holders shall comply with the provisions of DIVCA related to PEG channels. Without limiting the foregoing, the PEG channels shall be carried on the basic service tier. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the basic service tier and the channel numbers for the PEG channels shall be the same channel numbers used by the incumbent cable operator as defined in Public Utilities Code Section 5830(i) unless prohibited by federal law and shall provide video and sound quality, recording capability, channel accessibility and location equal to, or substantially equal to, that provided by the incumbent cable providers. After the initial designation of PEG channel numbers, the channel numbers shall not be changed without agreement of the county unless the change is required by federal law.
  
- C. A state video franchise holder shall have three months from the date the county requests the PEG channels to designate the capacity. However, the three-month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible, including any failure or delay of the incumbent cable operator to make adequate interconnection available, as required by DIVCA. Any state video franchise holder that believes the designation or provision of PEG channel capacity is technically infeasible shall provide to county, in writing, its reasons therefor and its plan for correcting or solving the infeasibility. The county may hold a hearing on the claim of infeasibility and, thereafter, take such action as the county deems proper to require the designation and provision of the PEG channels on the state video franchise holder's system.

**Section 3.70.060      Audit authority.**

- A. Not more than once annually, the county finance director or designee may examine and perform an audit of the business records of a holder of a state video franchise operating within the unincorporated areas of the county to ensure compliance with Section 5860 of the California Public Utilities Code.
  
- B. A state franchisee shall keep all business records reflecting any gross revenues, even if there is a change in ownership of the state franchisee, for at least four years after such gross revenues are recognized by the state franchisee on its books and records.
  
- C. To the extent consistent with DIVCA and other applicable law, the county may request, and a state franchisee shall provide, information and books and records to the extent necessary to monitor a State Franchisee's compliance with this article.

**Section 3.70.070      Customer Service and Consumer Protection Standards.**

- A. A state franchisee shall comply with the customer service and notice standards and consumer protection provisions set forth in Government Code Sections 53055, 53055.1, 53055.2 and 53088.2; the Federal Communications Commission ("FCC") customer service and notice standards set forth in 47 CFR sections 76.309, 76.1602, 76.1603 and 76.1619; this article; Penal Code Section 637.5; and all other applicable state and federal

customer service and consumer protection standards pertaining to the provision of video and/or cable service, including any amendments thereto. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this section shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.

1. Pursuant to the power granted to Inyo County by Government Code section 53088.2(e), “promptness” with respect to the answering of a customer’s phone call shall mean that the video provider permits the customers to speak with a human (i.e. non-automated) customer service representative within 15 minutes of the customer’s phone call connecting to the customer service telephone number.
- B. Each state franchisee shall prepare and maintain written customer service and consumer protection standards that incorporate the provisions identified in Government Code Sections 53055, 47 CFR sections 76.309 and 76.1602, and any other applicable state and federal laws and regulations, including but not limited to the following:
1. Installation, disconnection, service and repair obligations, employee identification and service call response time standards;
  2. Customer service center and bill payment locations to be open at least during normal business hours and conveniently located;
  3. A local, toll-free or collect call customer telephone access line which will be available to customers 24 hours a day, seven days a week;
  4. Standards for response to telephone inquiries, installation time frames and appointments;
  5. Procedures for termination of service and return of equipment;
  6. Notice of the deletion of a programming service, the changing of channel assignments, or an increase in rates;
  7. Complaint procedures and procedures for bill dispute resolution; and
  8. Procedures for billing, charges, refunds and credits.
- C. Each state franchisee shall comply with Government Code section 53055.1 by annually distributing to its employees, to each of its customers, and to the county a notice describing the customer service standards. New customers shall also be provided with this notice when service is initiated. The notice given to new customers pursuant to this section shall include the following, in addition to all the information described in PUC section 53055(a) – (e):
1. A listing of the services offered by the cable television operator or video provider which clearly describes all levels of service and including the rates for each level of services; provided, however, that if the information concerning levels of service and rates is otherwise distributed to new customers upon installation by the cable television operator or video provided, the information need not be included in the notice to new customers required by this section.
  2. The telephone number or numbers through which customers may subscribe to change or terminate service, request customer service or seek general or billing information.

3. A description of the rights and remedies which the cable television operator or video provider may make available to its customers if the cable television operator or video does not materially meet its customer service standards.
  4. A copy of the most current version of Inyo County Code Chapter 13.70.
- D. A state franchisee must further comply with and provide written information on each of the following provisions at the time of installation of service and at least annually to all subscribers and at any time upon request pursuant to 47 CFR section 76.1602:
1. Products and services offered;
  2. Prices and options for programming services and conditions of subscription to programming and other services;
  3. Installation and service maintenance policies;
  4. Instructions on how to use the cable service;
  5. Channel positions of programming carried on the system; and
  6. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
- E. If the state franchisee includes equipment in the price of a bundled offer of one or more services, the state franchisee shall disclose the fees reasonably allocable to:
1. The rental of single and additional CableCARDS; and
  2. The rental of operator-supplied navigation devices.
- F. The failure of a state franchisee to comply and maintain customer service and consumer protection standards pursuant to this section shall constitute a material breach.

**Section 3.70.080 Requirement to transmit customer service and consumer protection standards.**

- A. Within sixty (60) days of the effective date of this chapter, the county shall notify each state franchisee of the enactment of the chapter and require the franchise holder to provide within ninety (90) days a complete copy of all current written customer service and consumer protection standards that comply with the provisions of section 13.70.070. Failure to do so shall constitute a material breach.
- B. Each state franchisee shall transmit a current version of its customer service and consumer protection standards to the county no later than July 1 of each year. Failure of to do so shall constitute a material breach.

**Section 3.70.090 Enforcement of customer service and consumer protection standards.**

- A. Enforcement of customer service and consumer protection standards is generally complaint driven and based on receipt of a complaint from an existing cable customer whose service is in the county and that alleges a verifiable material breach of a customer service and/or consumer protection standard ("Verified Complaint"). The cable coordinator has no mandatory duty to follow up on a complaint that cannot be verified or

assist the cable customer to cure deficiencies in the same. The authority to commence enforcement of a Verified Complaint is in the sole discretion of the cable coordinator.

- B. The cable coordinator will respond to a Verified Complaint from a cable customer through the following process:
1. The cable coordinator will provide a state franchisee with written notice of receipt of a Verified Complaint with a copy thereof and inform the state franchisee of the nature of the material breach. The state franchisee shall have thirty (30) days from the receipt of the notice to remedy the specified material breach.
  2. A state franchisee who does not remedy a material breach within the (30) thirty-day time period will be subject to the following penalties, as set forth in PUC section 5900:
    - i. For the first occurrence of a material breach, a penalty of not more than five hundred dollars (\$500.00) for each day of each material breach, not to exceed one thousand five hundred dollars (\$1,500.00) for each occurrence of a material breach.
    - ii. For the second violation of the same nature within twelve (12) months, a penalty of one thousand dollars (\$1,000.00) for each day of each material breach, not to exceed three thousand dollars (\$3,000.00) for each occurrence of the material breach.
    - iii. For a third or further violation of the same nature within twelve (12) months, a penalty of two thousand five hundred dollars (\$2,500.00) for each day of each material breach, not to exceed seven thousand five hundred dollars (\$7,500.00) for each occurrence of the material breach.
  3. The cable coordinator shall transmit a notice of imposition of penalties to the state franchisee. The state franchisee shall pay penalties within thirty (30) days of the date of the notice.

**Section 3.70.100      Appeal of penalties.**

- A. The state franchisee may appeal any imposition of penalties to the County Administrative Officer. Any appeal must be made within thirty (30) calendar days after the county's delivery of the notice regarding the imposition of penalties. All appeals must be timely submitted in writing to the Clerk of the Inyo County Board of Supervisors. Any appeal must contain a detailed explanation of why the franchisee believes that the finding of material breach or the imposition of penalties was inconsistent with statutory requirements or authority. Any appeal must contain a notice address for the franchisee.
- B. The County Administrative Officer or his or her designee shall hold an appeal hearing within sixty (60) days of the county's receipt of an appeal. The County Administrative Officer shall provide the appellant at least fifteen (15) days written notice of the time, date, and location of the appeal hearing. At the appeal hearing, the County Administrative Officer or his or her designee shall hear all evidence and relevant testimony and may uphold, modify or vacate the penalty. The County Administrative Officer's / designee's decision shall be in writing and provided to appellant within fifteen (15) days of the date

of the appeal hearing. The County Administrative Officer's / designee's decision on the imposition of a penalty shall be final.

- C. The county and any state franchisee may mutually agree to extend the time periods specified herein. Any such agreement shall be in writing and executed by the county executive officer, or her/his designee, and an authorized representative of the franchise holder.
- D. Any penalty imposed on the state franchisee pursuant to this section shall be paid to the county. As provided for in PUC section 5900(g), the county shall submit one-half of all penalties received from a state franchisee holder to the Digital Divide Account established in PUC section 280.5.

**Section 3.70.110      Transmission of verified complaints.**

The county may transmit Verified Complaints to the CPUC and any resulting enforcement actions as evidence that a state franchisee is not complying with state and federal customer service and consumer protection requirements as required by state law and federal code and this article.

**Section 3.70.120      Emergency alert system.**

A state franchisee shall comply with the emergency alert system requirements of the FCC in order that emergency messages may be distributed over the state franchisee's network.

**Section 3.70.130      Notices.**

All notices and copies of documents that DIVCA requires to be provided to the county as a local entity or otherwise provided for in this article shall be addressed to the County Administrative Officer, Attention: Cable Coordinator, PO Box N, Independence, CA 93526. Any appeal submitted pursuant to section 3.70.100 herein shall be addressed to the Clerk of the Board of Supervisors, County of Inyo, PO Drawer N, Independence, CA 93526.

**Section 3.70.140      Response to state franchise applications.**

Applicants for state franchises within the boundaries of the county must concurrently provide complete copies to the county of any application or amendments to applications filed with the commission. One complete copy must be provided to the cable coordinator. Within thirty (30) days of receipt, the cable coordinator will provide any appropriate comments to the commission regarding an application or an amendment to an application for a state franchise.

**Section 3.70.150      California Environmental Quality Act.**

The county is designated by DIVCA as the lead agency for any environmental review with respect to network construction, installation, and maintenance in public rights-of-way and may



require the same of a state franchisee for any of these cited activities within the unincorporated area of the county.

**Section 3.70.160      Public rights-of-way.**

- A. For the purpose of operating and maintaining a cable television system in the county, and with a validly issued encroachment permit under Inyo County Code Chapter 12.08, a state video franchise holder may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across and along the public rights-of-way and public cables, conductors, ducts, conduits, vaults, manholes, amplifiers, property and equipment as are necessary and appurtenant to the operations of the cable system. The state video franchise holder shall comply with all applicable county construction codes and procedures and general plan requirements.
- B. The county maintains the right to perform any public work or public improvement of any description, including, without limitation, all work authorized by applicable law. In the event that the state video franchise holder's system interferes with the construction, operation, maintenance or repair of any such public work or improvement, the state video franchise holder, after reasonable notice from the county, shall, at its own cost and expense, promptly protect, alter or relocate the system, or any part thereof, as directed by the county.
- C. In the event that the state video franchise holder refuses or neglects to so protect, alter or relocate all or any part of its system, the county shall have the right in connection with the performance of such public work or public improvement to break through, remove, alter or relocate all or any part of the system without any liability to the state video franchise holder except for the county's willful misconduct and the state video franchise holder shall promptly pay to the county the costs incurred by such breaking through, removal, alteration or relocation.
- D. The holder of a state video franchise shall not enter or encroach upon or interfere with or obstruct any private property without the express consent of the owner or agent in possession thereof with authority to grant such consent. The authority given in this chapter shall not be construed to grant or imply any permission to do so.

**Section 3.70.170      Police powers.**

The rights of a state video franchise holder operating within the unincorporated areas of the county are subject to the police power of the county to adopt and enforce general ordinances necessary to the health, safety and welfare of the public, and each state video franchise holder shall comply with all applicable general laws and ordinances enacted by the county pursuant to such power.

**Section 3.70.180      Preemption - Reservation of rights.**

If any area of regulatory authority is or was preempted from local regulation by federal or state law, and such preemption later ceases, the county reserves the right to resume local regulation to the extent permitted, including the right to enact an ordinance or to enforce existing local ordinances regulating cable television services within the county, should it be determined by state or federal law, regulation or rule that the county may enter into a local franchise with providers of cable television or video services within the county.



# County of Inyo



## County Counsel

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** October 12, 2021

**FROM:** Grace Chuchla

**SUBJECT:** Noticed hearing as part of the 2021 redistricting process

---

**RECOMMENDED ACTION:**

**11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.

**SUMMARY/JUSTIFICATION:**

As the Inyo County Redistricting Committee ("ICRC"), your Board is required per Elections Code section 21507.1(a) to hold at least four noticed public hearings related to the redistricting process following the 2020 Census. This hearing is one of these hearings. The purpose of this hearing is for the ICRC to receive input from the public on issues such as communities of interest and district boundaries and for staff and the ICRC to answer any questions that the public may have about the redistricting process. Notice of this hearing was provided as required by law, via both the timely publication of this agenda packet and via the posting of the attached Notice of Redistricting Hearing on the County's website.

Because the County has now received state-adjusted census data (which is the final data that the County will utilize to redistrict), staff plans to use this hearing to present various options for adjusting unequal districts to the ICRC. Staff will then receive the ICRC's feedback and prepare draft maps based on that feedback.

The state-adjusted data revealed the following population breakdown in Inyo County:

District 1	3848
District 2	4036
District 3	4546
District 4	3188
District 5	3345
<b>Total:</b>	<b>18963</b>

With a total population of 18,963, the districts in Inyo County should ideally contain about 3,792 people per district. However, as this chart shows, most of the population growth since the last census occurred in the north county area, specifically in Bishop. This has made Districts 1, 2, and 3 too large, while Districts 4 and 5 are too small. Thus, the major adjustments that will need to occur during this redistricting cycle are for the south county districts to pick up additional population.

However, perfect numeric equality is not the goal of redistricting. The county must also respect communities of

interest, such as neighborhoods, incorporated cities, and tribal reservations. Staff will therefore present a few ideas to the ICRC that attempt to achieve districts that are as even as possible while also respecting communities of interest.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your ICRC could choose not to hold this hearing. However, that is not recommended, as the County must adopt maps by November 15, 2021, and staff needs the ICRC's and the public's input to have maps finished in time.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. 2021-10-04 Notice of October hearings

**APPROVALS:**

Grace Chuchla	Created/Initiated - 10/4/2021
Darcy Ellis	Approved - 10/5/2021
Grace Chuchla	Approved - 10/5/2021
Cathreen Richards	Final Approval - 10/5/2021



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: dellis@inyocounty.us



## NOTICE OF REDISTRICTING HEARINGS

The Inyo County Redistricting Committee (ICRC) will hold three hearings regarding the 2021 redistricting process on **October 12, 2021 at 11 am; October 19, 2021 at 11 am; and October 19, 2021 at 6 pm** at 224 N. Edwards St., Independence, CA 93526. Due to the coronavirus pandemic, the public may attend the hearings via Zoom at this link: <https://zoom.us/j/868254781>.

Any member of the public who wishes to address the ICRC on the topic of redistricting may do so by:

- Attending the hearings via Zoom and using the “raise hand” feature on Zoom
- Submitting a written comment via the ICRC’s website at this link: <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>
- Mailing a written comment to: Inyo County Clerk of the Board, P.O. Drawer N, Independence, CA 93526

Live interpretation into Spanish is available for these hearings. However, to guarantee the availability of an interpreter, all requests for interpretation must be received at least 72 hours in advance of the hearing.

Please contact Grace Chuchla at [gchuchla@inyocounty.us](mailto:gchuchla@inyocounty.us) or 760-872-0933 if you have any questions about the redistricting process or the hearings.



Amy Shepherd  
Auditor- Controller  
[ashepherd@inyocounty.us](mailto:ashepherd@inyocounty.us)

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391

**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
[cmartindale@inyocounty.us](mailto:cmartindale@inyocounty.us)

KORTNI GIRARDIN  
Payroll Analyst III  
[kgirardin@inyocounty.us](mailto:kgirardin@inyocounty.us)

HEATHER WILLIAMS  
Administrative Analyst II  
[hwilliams@inyocounty.us](mailto:hwilliams@inyocounty.us)

RUSTY HUERTA  
Office Technician III  
[rhuerta@inyocounty.us](mailto:rhuerta@inyocounty.us)

SHIELA WARD  
Office Technician III  
[sward@inyocounty.us](mailto:sward@inyocounty.us)

CYNTHIA OROZCO  
Office Technician I  
[corozco@inyocounty.us](mailto:corozco@inyocounty.us)

MARISSA SILVAS  
Office Technician I  
[msilvas@inyocounty.us](mailto:msilvas@inyocounty.us)

October 7, 2021

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: , Deputy  
Shiela Ward

# STATEMENT

## MONEY IN COUNTY TREASURY

**FOR JULY TO SEPTEMBER 2021**

STATE OF CALIFORNIA  
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending September 28, 2021

Amount of money that should be in the treasury on September 28, 2021

is	\$187,096,221.65	
Receipts from 070121-092821	\$47,053,341.56	
(Less paid warrants) Amount actually therein is	(\$58,871,527.02)	
Active Balance		\$6,821,384.65
BANK DEP ON HAND		\$0.00
LAIF		\$35,000,000.00
UBS MONEY MARKET		\$2,500,000.00
LOCAL AGENCY DEBT		\$604,589.28
FEDERAL AGENCIES		\$98,977,324.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$15,981,067.22
CORPORATE OBLIGATION		\$0.00
CD		\$7,686,000.00
US BANK MONEY MARKET		\$94,974.11
CHECKS		
CURRENCY		\$37,378.00
SILVER		\$101.49
	175,278,036.19	\$167,702,818.75

Difference:

06/30/21 REMOTE DEPOSIT ON TRANSIT	(\$35,370.28)
06/30/21 ICOE:CALPERS	\$126,856.06
06/30/21 ICOE:CALPERS	\$97,271.33
06/30/21 AUD PY:PERS-PIONEER	\$1,787.78
06/30/21 AUD PY:PERS-PIONEER	\$450.10
06/30/21 CUSIP#3130AMX31-SETTLEMENT	\$3,000,000.00
06/30/21 CUSIP#3130AMT28-SETTLEMENT	\$4,000,000.00
9/28/21 REMOTE DEPOSIT IN TRANSIT	\$384,222.45

DIFFERENCE TOTALS	\$7,575,217.44
-------------------	----------------

Amy Shephard

County Auditor

Subscribed and sworn to before me this

7th

day of

October 2021



[Signature]

Assistant Clerk of the Board of Supervisors  
INYO COUNTY