

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, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is 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.

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 “**hand-waving**” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your emailed 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.

August 11, 2020 - 9:00 A.M.

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

CLOSED SESSION

2. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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.**
3. **PLEDGE OF ALLEGIANCE**

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
7. **COVID-19 STAFF UPDATE.**

CONSENT AGENDA (Approval recommended by the County Administrator)

8. **Clerk of the Board** - Request Board re-appoint Mr. Tom Noland and Mr. Chris Langley to the Mt. Whitney Cemetery District Board of Trustees, to respective four-year terms ending May 31, 2024. (*Notices of Vacancy resulted in requests for appointment from Mr. Noland and Mr. Langley.*)
9. **County Administrator - Emergency Services** - Request Board review the proposed Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Program documents and, if deemed acceptable:
A) Approve the submittal of the Fiscal Year 2020 EMPG-S Program Application and authorize the County Administrator or the Director of Emergency Services, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2020-34" designating the County Administrator or the Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-awarded through the State of California; and
B) Authorize the Chairperson to sign the Resolution Addendum Letter.
10. **County Counsel** - Request Board approve the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA for the provision of legal services in an amount not to exceed \$80,000 for the period of August 1, 2020 until litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **Public Works** - Request Board approve Resolution No. 2020-35 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 Birchim Lane Emergency Repair Project," and authorize the Chairperson to sign.

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

12. **Board of Supervisors** - Request Board consider and approve a letter requesting the Office of Head Start reinstate critical grant funding to the Inyo-Mono Advocates for Community Action Head Start Preschool Program, and authorize the Chairperson to sign.
13. **Treasurer/Tax Collector** - Request Board approve Resolution No. 2020-36, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California

Authorizing the Treasurer-Tax Collector to Accept Partial Payment of Taxes Pursuant to Sections 2636, 2708, 2927.6 and 4143 of the Revenue and Taxation Code," and authorize the Chairperson to sign.

14. **Sheriff** - Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of support services for the Jail Records Management and Computer Aided Dispatch System; and B) ratify and approve a purchase order and payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$22,337 for RIMS annual support services from July 1, 2020 through June 30, 2021, contingent upon Board approval of the Fiscal Year 2020-2021 Budget.
15. **Planning Department** - Request Board: A) consider whether to continue the County's Quad State membership and pay annual dues and the County's share of litigation costs regarding the listing petitions for the Joshua Tree and the Sonoran population of Desert Tortoise; B) and provide direction to staff.
16. **County Administrator** - Request Board approve a letter to the Honorable Brian Lamb, Presiding Judge, Inyo County Superior Court, expressing gratitude for the 2019-2020 Grand Jury's service, and authorize the County Administrator to sign.
17. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 4, 2020.

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

18. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Appointments to Mt. Whitney Cemetery District Board of Trustees

RECOMMENDED ACTION:

Request Board re-appoint Mr. Tom Noland and Mr. Chris Langley to the Mt. Whitney Cemetery District Board of Trustees, to respective four-year terms ending May 31, 2024. (*Notices of Vacancy resulted in requests for appointment from Mr. Noland and Mr. Langley.*)

SUMMARY/JUSTIFICATION:

Two terms on the Mt. Whitney Cemetery District Board of Trustees expired on May 31, 2020. Per your Board's appointment policy, the vacancies were advised and one response - a request for reappointment from Mr. Tom Noland - was received during the application period. The remaining vacancy was advertised a second time, and a request for reappointment was received from Mr. Chris Langley.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to make one or none of the reappointments and direct staff to re-advertise the vacancies, however neither course of action is recommended.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts to the County as a result of these appointments, outside of the minimal costs to advertise the vacancies.

ATTACHMENTS:

1. Letter of Interest - Tom Noland (Cemetery Board)
2. Letter of Interest - Chris Langley (Cemetery Board)

APPROVALS:

Darcy Ellis

Created/Initiated - 7/31/2020

Darcy Ellis

Final Approval - 7/31/2020

July 5, 2020

Rec. 7/13
JSC

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Board Members:

I would like to apply for a re-appointment to the Mt. Whitney Cemetery District Board of Directors as a trustee.

There are a number of projects in the process of being completed, and I feel the experience and judgment I bring to Board discussions would be a help, as it has been in the past. I feel there is a need to maintain a quality district such as the Mt. Whitney Cemetery District, and that my contribution to this has been and will continue to have value.

Thank you for considering renewing my term of service.

Sincerely,


Tom Noland

Address: P.O. Box 835
Lone Pine, CA 93545

RECE
2020 JUL 31 10:46 AM
INYO COUNTY
ADMINISTRATIVE
CLERK

July 28, 2020

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Dear Board Members:

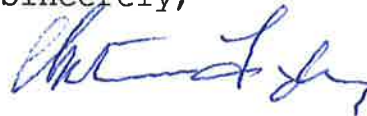
Subject: Appointment to the Board of the Mt. Whitney
Cemetery District

I would like to apply to renew my position on the Mt. Whitney
Cemetery District Board of Directors as a trustee.

There are a number of projects in the process of being
completed, and I would like to be a part of them, as I am
familiar with what the District needs and the long-term goals of
those projects now in process.

Thank you for considering renewing my term of service.

Sincerely,



Chris Langley

Address: P.O. Box 99
Lone Pine, CA 93545



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Kelley Williams

SUBJECT: Proposed Fiscal Year 2020 Emergency Management Performance Grant Program COVID -19 Supplemental (EMPG-S) Program Application and Resolution No. 2020-34

RECOMMENDED ACTION:

Request Board review the proposed Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Program documents and, if deemed acceptable:

- A)** Approve the submittal of the Fiscal Year 2020 EMPG-S Program Application and authorize the County Administrator or the Director of Emergency Services, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2020-34" designating the County Administrator or the Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-awarded through the State of California; and
- B)** Authorize the Chairperson to sign the Resolution Addendum Letter.

SUMMARY/JUSTIFICATION:

On June 16, 2020, Inyo County received a Notification of Subrecipient Subaward Approval letter from the California Office of Emergency Services (CalOES) for the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental Grant (2020 EMPG-S) in the amount of \$76,419.

The EMPG-S will assist Inyo County with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.

Through this funding opportunity, the State will award funding to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness and response, and ongoing communication and coordination among Federal, State and Local partners throughout the response and recovery process.

This grant opportunity encourages funding be used for logistics and supply chain management and for rental of real property to support emergency management operations and planning activities.

A portion of these allocated funds will be used for the lease of a climate controlled warehouse facility in the City of Bishop. The Inyo County Office of Emergency Services (OES) will be partnering with Inyo County Health and Human Services to lease a climate controlled facility that will store a cache of Personal Protective Equipment

(PPE). PPE must be kept in a large enough quantity to assure there is an adequate supply on hand to support and protect essential workers and responders.

PPE deteriorates rapidly in harsh environments. Inyo County's climate can be extreme at times, with summer high's in the low 100's and winter low's in the teens. Inyo's cache of PPE will have a much longer shelf life and will require less frequent rotation if it is stored in a climate controlled facility.

Additional Inyo County-OES climate sensitive emergency response equipment and supplies will also be stored in the leased facility. A more permanent solution for climate controlled storage is in the discussion phase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to apply for the 2020 EMPG-S grant program for COVID-19 supplemental funding. However, this is not recommended. The EMPG-S grant has provided an opportunity for the County to access additional funding to assist with emergency management activities supporting prevention, preparedness and response to the Coronavirus Disease 2019 public health emergency.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The 2020 EMPG-S grant application is for \$76,419 and requires a dollar-for-dollar County contribution that will be matched with eligible expenses that occurred during the performance period of the grant, which is January 27, 2020 to October 26, 2021. Upon State's approval of the grant application, a new budget will be created during adoption of the Fiscal Year 2020/2021 Inyo County Budget.

ATTACHMENTS:

1. 2020 EMPG-S Subaward Approval
2. Governing Board Resolution
3. Governing Board Resolution Addendum Letter

APPROVALS:

Kelley Williams	Created/Initiated - 7/27/2020
Darcy Ellis	Approved - 7/28/2020
Kelley Williams	Approved - 7/29/2020
Marshall Rudolph	Approved - 7/29/2020
Amy Shepherd	Approved - 7/30/2020
Sue Dishion	Approved - 7/30/2020
Clint Quilter	Final Approval - 8/6/2020

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



June 16, 2020

Clint Quilter
CAO-Director of Emergency Services
Inyo County
P.O. Drawer N
Independence, CA 93526

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2020 Emergency Management Performance Grant
Program COVID-19 Supplemental (EMPG-S)
Subaward #2020-0019, Cal OES ID#027-00000
Subaward Performance Period: January 27, 2020, to October 26, 2021

Dear Mr. Quilter:

We are pleased to announce the approval of your FY 2020 EMPG-S subaward in the amount of \$76,419. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a financial hold, pursuant to Title 2, Code of Federal Regulations (CFR), Parts 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunities (NOFO), the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Clint Quilter
June 16, 2020
Page 2 of 2

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Clint Quilter
Inyo County



Date

Cal OES #		FIPS #		VS#		Subaward #	
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

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

1. **Subrecipient:** County of Inyo 1a. DUNS#: 010706687

2. **Implementing Agency:** County of Inyo 2a. DUNS#: 010706687

3. **Implementing Agency Address:** 168 N. Edwards Street Independence 93526-0613
(Street) (City) (Zip+4)

4. **Location of Project:** Independence Inyo 93526-0613
(City) (County) (Zip+4)

5. **Disaster/Program Title:** Emergency Management Performance Grant COVID-19 Supplemental

6. **Performance Period:** January 27, 2020 to October 26, 2021
(Start Date) (End Date)

7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	EMPG-S		\$76,419		\$76,419		\$76,419	\$152,838
9.	Select	Select						\$0	\$0
10.	Select	Select						\$0	\$0
11.	Select	Select						\$0	\$0
12.	Select	Select						\$0	\$0
Total	Project	Cost	\$0	\$76,419	\$76,419	\$76,419	\$0	\$76,419	\$152,838

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

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

15. Official Authorized to Sign for Subrecipient:

Name: Clint Quilter Title: CAO-Director of Emergency Services

Payment Mailing Address: P.O. Drawer N City: Independence Zip Code+4: 93526-0613

Signature: _____ Date: _____

16. **Federal Employer ID Number:** 95-6005445

(FOR Cal OES USE ONLY)

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

(Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)

Governing Body Resolution
RESOLUTION 2020-

BE IT RESOLVED BY THE _____ **Board of Supervisors** _____
(Governing Body)

OF THE _____ **County of Inyo** _____ THAT
(Name of Applicant)

County Administrative Officer _____, OR
(Name or Title of Authorized Agent)

Director of Emergency Services _____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

2020 Emergency Management Performance Grant Program COVID-19 Supplemental

Passed and approved this 11th day of August, 2020

Certification

I, _____ **Darcy Ellis** _____, duly appointed and
(Name)

_____ **Assistant Clerk** _____ of the _____ **Board of Supervisors** _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ **Board of Supervisors** _____ of the _____ **County of Inyo** _____ on the
(Governing Body) (Name of Applicant)

_____ 11th day of August, 2020

_____ **Assistant Clerk of the Board** _____
(Official Position)

(Signature)

(Date)



BOARD OF SUPERVISORS COUNTY OF INYO

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



August 11, 2020

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On August 11, 2020, the Inyo County Board of Supervisors resolved that the County Administrative Officer or the Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Clint Quilter serves in both of these capacities. His information is as follows:

Clint Quilter
County of Inyo Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
cquilter@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Matt Kingsley
Chairperson, Board of Supervisors



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Marshall Rudolph

SUBJECT: Proposed Legal Services Contract with Jarvis, Fay & Gibson LLP

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA for the provision of legal services in an amount not to exceed \$80,000 for the period of August 1, 2020 until litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board recently decided to appeal the trial court's judgment in a case brought against the County by the City of Los Angeles's Department of Water and Power (LADWP). The case challenged the County's compliance with the California Environmental Quality Act (CEQA) in connection with its use of eminent domain to (potentially) acquire ownership of certain LADWP properties that have long been leased to the County and used as landfills. The decision to appeal was based in part on a thorough review of the case by Michael Zischke, a well-respected CEQA attorney who, among other things, is the co-author of a preeminent CEQA legal treatise.

The proposed agreement with Jarvis, Fay & Gibson LLP would retain the legal services of that law firm and, in particular, its managing partner Rick Jarvis, to take a lead role in representing the County in that pending appeal. Mr. Jarvis is a certified specialist in appellate law and has decades of experience successfully defending cities, counties, and other public agencies in CEQA litigation. He comes highly recommended by other county counsels.

The County's existing legal team on the case, consisting of special counsel Greg James and the attorneys of the Inyo County Counsel's office, strongly recommends that your Board approve the proposed agreement so that the County may retain Mr. Jarvis's services with respect to the appeal. The legal team would remain involved in the case to provide its expertise and to assist Mr. Jarvis in ways that will minimize certain costs of the appeal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, in which case the County's existing legal team on the case -- consisting of special counsel Greg James and the attorneys of the Inyo County Counsel's office -- would exclusively handle the pending appeal. This alternative is not recommended because it would deprive the

County of the benefits of Mr. Jarvis's skill and expertise, which would otherwise enhance the County's prospects on appeal.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This contract is budgeted in the County Counsel Budget (010700) in Professional Services (5265).

ATTACHMENTS:

1. Jarvis, Fay & Gibson LLP Contract

APPROVALS:

Marshall Rudolph
Darcy Ellis
Clint Quilter
Sue Dishion
Amy Shepherd

Created/Initiated - 8/4/2020
Approved - 8/4/2020
Approved - 8/4/2020
Approved - 8/4/2020
Final Approval - 8/6/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, 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 Jarvis, Fay & Gibson, LLP, of Oakland, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by County Counsel or his designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee 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 August 1, 2020, until litigation is completed 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that

may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$80,000 Dollars (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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing 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 last day of the month following the month in which services were rendered. 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

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

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

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. 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-three (23) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

COUNTY OF INYO:

County Counsel
P.O. Box M
Independence, CA 93526

Department
Street
City and State

CONTRACTOR:

JARVIS, FAY & GIBSON, LLP
492 Ninth St, Suite 310
Oakland, CA 94607

Name
Street
City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: August 1, 2020, until litigation is completed.

SCOPE OF WORK:

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: August 1, 2020, until litigation is completed

SCHEDULE OF FEES:

1. COMPENSATION:

- Senior Partners -- \$340 per hour
- Partners/Of Counsel -- \$305 per hour
- Associates -- \$240 per hour
- Paralegals -- \$125 per hour

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: August 1, 2020, until litigation is completed.

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: August 1, 2020, until litigation is completed.

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant 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 with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Trevor Taylor

SUBJECT: Resolution and Notice of Completion for Birchim Lane Emergency Repair

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-35 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 Birchim Lane Emergency Repair Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the July 7, 2020 meeting of the Board of Supervisors, your Board approved Resolution No. 2020-31 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Emergency Pavement Repair and Construction on Birchim Lane". The contract for emergency paving services between the County of Inyo and Qualcon Contractors, Inc. of Minden, NV was fully executed on July 14, 2020 for an amount not to exceed \$383,628.96. The final construction contract amount is \$360,855.00.

Qualcon Contractors, Inc. completed the work for Birchim Lane on July 23, 2020. The project work consisted of grinding 0.2 feet of existing sub-standard cold mix asphalt and repaving with hot mix asphalt. On July 23, 2020 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Road Department. 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 the 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:

N/A

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 (NOC) 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:

County Counsel
Auditor's Office

FINANCING:

The costs for construction will be paid through budget unit 034600 - Road, object code 5719 - Birchim Lane.

ATTACHMENTS:

1. Birchim Emergency Repair NOC Resolution
2. Birchim Emergency Repair NOC

APPROVALS:

Trevor Taylor	Created/Initiated - 7/28/2020
Darcy Ellis	Approved - 7/28/2020
Trevor Taylor	Approved - 8/6/2020
Breanne Nelums	Approved - 8/6/2020
Michael Errante	Approved - 8/6/2020
Marshall Rudolph	Approved - 8/6/2020
Amy Shepherd	Approved - 8/6/2020
Michael Errante	Final Approval - 8/6/2020

RESOLUTION #2020 - __

**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 INYO COUNTY BPMP DECK SEALING PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Birchim Lane Emergency Repair Project has been completed by Qualcon Contractors, Inc. of Minden, NV in accordance with the contract documents.

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 Birchim Lane Emergency Repair Project.

Passed, approved and adopted this _____ day of _____, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, 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 Birchim Lane Emergency Repair Project on the property hereinafter described was completed on July 23, 2020 and was accepted by the Inyo County Board of Supervisors on _____.
2. The property on which the Birchim Lane Emergency Repair Project has been completed is located along the full 1.3 mile length of Birchim Lane located near the community of Round Valley 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 length of Birchim Lane 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 _____, 2020, 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 Birchim Lane Emergency Repair Project pursuant to contract with the owner is Qualcon Contractors, Inc. of Minden, NV.

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 Birchim Lane Emergency Repair 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



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Supervisor Jeff Griffiths

SUBJECT: Letter Requesting Restoration of IMACA Head Start Grant Funding

RECOMMENDED ACTION:

Request Board consider and approve a letter requesting the Office of Head Start reinstate critical grant funding to the Inyo-Mono Advocates for Community Action Head Start Preschool Program, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Office of Head Start has denied annual grant funding to IMACA's Head Start Program. IMACA relies on this funding to offer full-day preschool to some of the most vulnerable youth in Inyo and Mono counties ages 0-5.

Families throughout the region could face the loss of access to critical pre-K education for their children, as well as subsidized child care that includes nutritious meals and encouraging the development of positive and healthy emotional and social development. Many of these families are struggling to provide the basic needs for their children in substandard living situations.

IMACA serves approximately 100 youth - 60 in Inyo County alone. While there are child care subsidy programs in Inyo County, these programs do not guarantee a family a child care slot in any particular program. Rather, they provide a voucher for subsidized child care for a parent/family to pay for enrollment in the program, but the family still has to find an available child care facility/home. In addition, the removal of the slots will disproportionately impact the most vulnerable families in Inyo, particularly in Lone Pine, where Head Start will be completely eliminated without the necessary grant funding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

IMACA has a proud tradition dating back to the early 1980s of providing the youth of Inyo and Mono counties with crucial educational and classroom experiences they would otherwise go without based on their families' socioeconomic status. The IMACA Head Start Program has had many success stories from students who started with the program as children in the 1980s who are now working in the medical field, who have put themselves through college, and who have escaped the binds of poverty.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to direct changes to the letter, or not approve the letter. The latter option is not recommended however.

OTHER AGENCY INVOLVEMENT:

Inyo-Mono Advocates for Community Action; Office of Head Start

FINANCING:

There are no fiscal impacts to the County associated with the sending of this letter.

ATTACHMENTS:

1. Inyo County Board of Supervisors in Support of IMACA Grant Funding 08.11.20

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 8/6/2020
Final Approval - 8/6/2020



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

August 11, 2020

Dr. Deborah Bergeron,
Director of the Office of Head Start
ACF Office of Head Start
330 C Street SW 4th floor
Washington, D.C. 20201

RE: Grant Funding for Inyo-Mono Advocates for Community Action Head Start State Preschool Program

Dear Dr. Bergeron:

The Inyo County Board of Supervisors wishes to thank the Office of Head Start (OHS) for its long history of providing funding to and oversight of programs across the country that prepare America's most vulnerable children to succeed in school and their daily lives beyond the classroom. With support from the OHS, these programs work hard to deliver critical services to children age 0-5, as well as their families, in core areas of early learning, health, and family well-being.

It is in light of and support of this legacy that the Inyo County Board of Supervisors respectfully requests the OHS reconsider approval of much-needed grant funding for the Inyo-Mono Advocates for Community Action (IMACA) Head Start State Preschool Program. IMACA has a proud tradition dating back to the early 1980s of providing the youth of Inyo and Mono counties with crucial educational and classroom experiences they would otherwise go without based on their families' socioeconomic status. The loss of this grant funding could prove catastrophic for IMACA's Head Start programs, resulting in the elimination of full-day preschool access for almost 100 of the most vulnerable families in the Eastern Sierra – in communities that are designated medically underserved. IMACA provides the only full-day program for families in Inyo and Mono counties outside of the Bishop Paiute Tribe Reservation.

As you're aware, studies have shown – and it has become a widely accepted fact – that the first five years of a child's life are the most important for all areas of their development. It is during these key years that children build skills that will ultimately serve them throughout their lifetimes, including language, critical thinking, social interaction, and processing and expression of emotions. It is also commonly acknowledged that youth ages 0-5 are woefully underserved in rural areas, putting their physical, mental, and emotional development at risk, and thus the children themselves at a disadvantage from the start.

IMACA Head Start State Preschool Program takes its mission seriously to aid youth and their families during one of the most vital times in the children's lives and set them on the path they deserve. The

program and its Head Start centers have consistently been rated as some of the highest-quality preschool sites in over 13,000 square miles. In addition to providing essential learning experiences, IMACA Head Start's classrooms serve as safe havens and a much needed source of stability for youth in unhealthy circumstances at home. IMACA Head Start has consistently been the one place that these students could go for 6.5 hours and receive breakfast, lunch and a snack, as well as quality education. Alarming, the loss of IMACA Head Start's funding will leaving many students stuck at home with a lack of nutritious food, educational materials, and social/emotional development. Many parents had to have to quit their jobs to stay at home with their child because there is no other option for childcare.

Unfortunately, in the Eastern Sierra, this is a common occurrence during normal times; the COVID-19 pandemic has exacerbated the problem in an area where there is no shortage of low-income families in need. IMACA Head Start provided a light at the end of the tunnel for struggling parents and the children themselves, offering relief and aid and, in many cases, intervention at critical junctures to steer youth toward healthy outcomes.

While enrollment numbers have fluctuated in the past, the program almost always fills to full capacity. IMACA Head Start has collaborated extremely well with agencies in the community to help both the students and their parents. IMACA has a referral system for students at risk of falling behind due to delays; there were referrals for students who were underweight or overweight due to lack of proper nutrients; referrals for parenting classes; as well as referrals for domestic abuse victims. IMACA's staff set goals with the families and checked in on them regularly to make sure they were on track, and they helped many families find jobs and/or permanent housing.

The OHS used the childcare resource and referral list to decide that Inyo and Mono counties' populations living at or below the poverty line were not robust enough to warrant continued funding. The challenge with those numbers is that they do not show a true picture of what is happening within our communities – in an area with a high cost of living and limited living-wage job opportunities. The IMACA Head Start families the program has served in the past three year have lived in cars, in homes with sinking floors and parts of their roofs missing, and water and electrical issues. They have worked two to three jobs to live in run-down apartments, barely providing food for their family or proper clothes for their children.

The IMACA Head Start Program has had many success stories from students who started with the program as children in the 1980s who are now working in the medical field, who have put themselves through college, who have escaped the binds of poverty.

It has been our observation that the quality of the IMACA Head Start Program was above and beyond community expectations; three of their five classrooms scored a five out of five on annual quality assessment ratings, with the other two scoring fours. This type of quality education is what kept the learning gap from growing when their students entered kindergarten.

For the sake of our region's vulnerable families – and the health and well-being of the community as a whole – we ask that you restore much-needed funding for the IMACA Head Start Program.

Thank you for your time and consideration.

Sincerely,

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

cc: Shawna Pinckney, Administration for Children and Families, Office of Head Start
Cynthia Yao, Regional Program Manager, Office of Head Start
Congressman Paul Cook
Senator Kamala Harris
Senator Dianne Feinstein
Edward Condon, Executive Director, Region 9 Head Start Association
Christopher Maricle, Executive Director, Head Start California
Yasmina Vinci, Executive Director, National Head Start Association



County of Inyo



Treasurer/Tax Collector

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Alisha McMurtrie

SUBJECT: A RESOLUTION AUTHORIZING THE TREASURER-TAX COLLECTOR TO ACCEPT PARTIAL PAYMENT OF TAXES PURSUANT TO SECTIONS 2636, 2708, 2927.6 AND 4143 OF THE REVENUE AND TAXATION CODE

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-36, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Treasurer-Tax Collector to Accept Partial Payment of Taxes Pursuant to Sections 2636, 2708, 2927.6 and 4143 of the Revenue and Taxation Code," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Approval of this Resolution will allow the Treasurer-Tax Collector to accept and post partial payments to the Secured and Unsecured Tax Roll system and will allow the Auditor-Controller to apportion these monies to the County's General Fund, to the City of Bishop, and to other special districts.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Property Tax Management System (PTMS) aka Aumentum, software implementation is nearing completion. One of the features my office required of this system was the ability to accurately accept, post, and reconcile partial payments. Currently, partial payments are returned to their maker for the balance due before acceptance. Other partial payments, such as those received from a Court action or intercept programs, are held in Trust until the accounts are fully redeemed. These Trusts are holding funds that are several years old, awaiting balances due. The acceptance and posting of partial payments will allow these monies to be apportioned when collected. Acceptance of partial payments will not be deemed as a redemption and will not alter either the date upon which the property becomes tax-defaulted or subject to the power to sell.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this action. The offices will continue the current practice of returning all partial payments, resulting in a higher delinquency rate. As a Teeter County, the Auditor-Controller already fully distributes the secured portion of the Roll(s), but the unsecured portion will not be distributed until paid in full.

OTHER AGENCY INVOLVEMENT:

Auditor-Controller

FINANCING:

While there is no fiscal impact to the County, it is important to note that there will be a positive impact to cash flows for all taxing authorities as well as potential benefit to taxpayers who may need the opportunity to remit their payments in smaller amounts, but more frequently, without incurring the entire costs associated with the penalization of a late payment.

ATTACHMENTS:

1. Partial Payment Resolution 8-11-20

APPROVALS:

Alisha McMurtrie	Created/Initiated - 7/6/2020
Darcy Ellis	Approved - 7/8/2020
Alisha McMurtrie	Approved - 7/8/2020
Marshall Rudolph	Approved - 7/8/2020
Amy Shepherd	Approved - 7/8/2020
Alisha McMurtrie	Final Approval - 7/8/2020

RESOLUTION No. 2020_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO AUTHORIZING THE
TREASURER-TAX COLLECTOR TO ACCEPT PARTIAL PAYMENT OF TAES PURSUANT TO SECTIONS 2636,
2708, 2927.6, AND 4143 OF THE REVENUE AND TAXATION CODE**

WHEREAS, pursuant to Section 2636 of the Revenue and Taxation Code, in the case of deficiency in the payment of taxes due and payable pursuant to Chapter 2 of Part 5 of division 1 of the Revenue and Taxation Code, the tax collector, with the approval of the board of supervisors, may accept such partial payment from the taxpayer; and,

WHEREAS, pursuant to Section 1525 of the Revenue and Taxation Code, such partial payments are to be applied first to all penalties, interest and costs with the balance being applied to the taxes due; and,

WHEREAS, pursuant to Section 2636 of the Revenue and Taxation Code, the difference between the amount paid by the taxpayer and the amount due shall be treated as a delinquent tax in the same manner as any other delinquent tax; and,

WHEREAS, pursuant to Section 2708 of the Revenue and Taxation Code, in the case of a deficiency in the payment of taxes due and payable pursuant to Chapter 2.1 of Part 5 of Division 1 of the Revenue and Taxation Code, the tax collector, with the approval of the board of supervisors, may accept such partial payment from the taxpayer; and,

WHEREAS, pursuant to Section 2708 of the Revenue and Taxation Code, such partial payments are to be applied first to all penalties, interest and costs with the balance being applied to the taxes due; and,

WHEREAS, pursuant to Section 2708 of the Revenue and Taxation Code, the difference between the amount paid by the taxpayer and the amount due shall be treated as a delinquent tax in the same manner as any other delinquent tax; and,

WHEREAS, pursuant to Section 2927.6 of the Revenue and Taxation Code, in the case of a deficiency in the payment of taxes due and payable pursuant to Chapter 4 of Part 5 of Division 1 of the Revenue and Taxation Code, the tax collector, with the approval of the board of supervisors, may accept such partial payment from the taxpayer; and,

WHEREAS, pursuant to Section 2927.6 of the Revenue and Taxation Code, such partial payments are to be applied to all penalties, interest and costs with the balance being applied to the taxes due; and,

WHEREAS, pursuant to Section 2927.6 of the Revenue and Taxation Code, the difference between the amount paid by the taxpayer and the amount due shall be treated as a delinquent tax in the same manner as any other delinquent tax; and,

WHEREAS, pursuant to Section 4143(a) of the Revenue and Taxation Code, in the case of a deficiency in the payment of taxes due and payable pursuant to Part 7 of Division 1 of the Revenue and Taxation Code, the tax collector, with the approval of the board of supervisors, may accept partial payments from the taxpayer; and,

WHEREAS, pursuant to Section 4143(a) of the Revenue and Taxation Code, the partial payments shall be applied to all penalties, interest and costs, and the balance, if any, shall be applied to the taxes due; and,

WHEREAS, pursuant to Section 4143(a) of the Revenue and Taxation Code, the difference between the amount paid by the taxpayer and the amount due shall be treated as a delinquent tax in the same manner as any other defaulted tax; and,

WHEREAS, pursuant to Section 4143(b) of the Revenue and Taxation Code, partial payments made pursuant to Section 4143 of the Revenue and Taxation Code shall not be deemed a redemption, a partial redemption, or an installment payment under Part 7 of Division 1 of the Revenue and Taxation Code, and they shall not alter either the date upon which the property became tax defaulted or the date the property becomes subject to a power of sale; and,

WHEREAS, pursuant to Section 4143(c) of the Revenue and Taxation Code, partial payments pursuant to Section 4143 of the Revenue and Taxation Code shall not be construed as altering the amount of a defaulted taxes for purposes of publication; and,

WHEREAS, pursuant to Section 4143(d) of the Revenue and Taxation Code, an installment payment elected by the taxpayer pursuant to Section 4186 *et seq* of the Revenue and Taxation Code shall be based upon the balance of the redemption amount determined pursuant to Section 4143 of the Revenue and Taxation Code; and,

WHEREAS, pursuant to Section 4143(e) of the Revenue and Taxation Code, when the taxpayer requests a partial payment, or when the tax collector receives such a payment, the tax collector shall inform the taxpayer of the provisions of subdivision (b) of that section by return mail or email; and,

WHEREAS, the Treasurer-Tax Collector of the County of Inyo now desires to accept partial payments pursuant to Sections 2636, 2708, 2927.6 and 4143 of the Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Inyo hereby authorizes the Treasurer-Tax Collector of the County of Inyo to accept partial payment of taxes due and payable pursuant to Section 2636, 2708, 2927.6 and 4143 of the Revenue and Taxation Code.

PASSED AND ADOPTED this 11th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman
Inyo County Board of Supervisors

ATTEST: Clint Quilter, Clerk of the Board

BY _____
Darcy Ellis, Assistant



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify annual payment to Sunridge systems for RIMS support

RECOMMENDED ACTION:

Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of support services for the Jail Records Management and Computer Aided Dispatch System; and B) ratify and approve a purchase order and payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$22,337 for RIMS annual support services from July 1, 2020 through June 30, 2021, contingent upon Board approval of the Fiscal Year 2020-2021 Budget.

SUMMARY/JUSTIFICATION:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance.

In 2019-2020, the Sheriff's Office purchased access to the mobile iRims feature. This component allows for personnel in the field to access critical information and also removes the need for Deputies to return to a office location to enter incident and report information.

We are still in the process of implementing the mobile devices and iRims software throughout the department. Delays with availability and shipping during the Covid-19 crisis, led to the devices not being ready until this fiscal year. Once the Board has approved the 2020-2021 budget, we will move forward with acquiring the mobile mounts and compatible cases.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended; SunRidge is an exclusive maintenance and warranty provider for our existing RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the requested FY 2020-2021 CAD RIMS budget 022950, Object Code 5265 Professional Services.

ATTACHMENTS:

1. 2021 SUN RIDGE PAYMENT

APPROVALS:

Riannah Reade	Created/Initiated - 7/22/2020
Darcy Ellis	Approved - 7/22/2020
Riannah Reade	Approved - 8/5/2020
Marshall Rudolph	Approved - 8/5/2020
Amy Shepherd	Approved - 8/5/2020
Jeffrey Hollowell	Final Approval - 8/6/2020



PO Box 5071
 El Dorado Hills, CA 95762
 530-676-7128

Sun Ridge Systems, Inc.
 www.SunRidgeSystems.com

Invoice

Date	Invoice #
7/23/2020	6187

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - Computer Aided Dispatch (CAD)	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - Records Management System (RMS)	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - E911	976.00	976.00
	Warranty and Sup...	RIMS Annual Support Services - Mugshot/Digital Imaging	976.00	976.00
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - In-Station (CAD) Mapping	2,129.00	2,129.00
	Warranty and Sup...	RIMS Annual Support Services - Property Room	621.00	621.00
	Warranty and Sup...	RIMS Annual Support Services - Identix Link	532.00	532.00
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	886.00	886.00
	Warranty and Sup...	RIMS Annual Support Services - State Link (CLETS) - Temporarily Suspended	0.00	0.00
	Warranty and Sup...	RIMS Annual Support Services - Training Management (TIMS)	497.00	497.00
	Warranty and Sup...	RIMS Annual Support Services - Citizen RIMS	780.00	780.00
	Warranty and Sup...	RIMS Annual Support Services - KARPEL Interface	156.00	156.00
	Warranty and Sup...	RIMS Annual Support Services - iRIMS (pro-rated)	150.00	150.00
		Support Dates: July 1, 2020 - June 30, 2021		
		Sales Tax	7.75%	0.00

Please remit to the above address. For questions please e-mail tamera@sunridgesystems.com	Total \$22,337.00
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County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Cathreen Richards

SUBJECT: Quad State Local Government Authority (Quad State), membership and dues.

RECOMMENDED ACTION:

Request Board: A) consider whether to continue the County's Quad State membership and pay annual dues and the County's share of litigation costs regarding the listing petitions for the Joshua Tree and the Sonoran population of Desert Tortoise; B) and provide direction to staff.

SUMMARY/JUSTIFICATION:

On September 7, 2010, the Board of Supervisors authorized the County to join Quad State (a Joint Powers Authority), which was formed largely to address issues related to listing of the Mojave Desert tortoise under the Federal Endangered Species Act.

Quad State is made up of Counties and one City from the states of Arizona (La Paz, Mohave), California (Imperial, Inyo, San Bernardino and the City of Ridgecrest), Nevada (Lincoln, Nye) and Utah (Washington). Inyo County has been a member continuously since 2010 and until 2018 was fairly active. Since 2018, there has been no representation on the Quad State Board by Inyo County.

Presently, the Quad State membership fees are due. These are \$2,000 annually. The Quad State Board also voted to litigate two cases involving petitions to list Joshua Trees and the Sonoran population of Desert Tortoise under the Endangered Species Act. The County's share of the cost for this litigation is \$12,350.

Staff is asking the Board of Supervisors to provide direction as to whether or not they want Inyo County to remain a member of Quad State and to pay these fees.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 7/27/2020
Approved - 7/27/2020
Final Approval - 8/4/2020



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Clint Quilter

SUBJECT: Letter of Appreciation to 2019-2020 Inyo County Grand Jury

RECOMMENDED ACTION:

Request Board approve a letter to the Honorable Brian Lamb, Presiding Judge, Inyo County Superior Court, expressing gratitude for the 2019-2020 Grand Jury's service, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Grand Jury has issued its 2019-2020 Grand Jury Final Report which was served on the County via email on June 19, 2020. Ordinarily, per state law, the Board of Supervisors would have 90 days from the date of service in which to respond to the jury's findings and recommendations. This year, however, the COVID-19 outbreak prevented the Grand Jury from completing ongoing investigations. As a result, the Final Report contains only summaries of the jury's local detention center inspections and no official findings or recommendations related to those inspections. Therefore, a response from the Board of Supervisors is not required.

Nevertheless, and in light of the unprecedented conditions in which the Grand Jury found itself operating, the County wishes to express its gratitude for their service and efforts on behalf of the citizens of Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct revisions or edits to the letter, or decline to approve it. The latter option is not recommended, however.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts to the County associated with the letter of appreciation.

ATTACHMENTS:

1. Letter of Appreciation - Grand Jury

2. 2020 County of Inyo - Grand Jury Report - Final

APPROVALS:

Darcy Ellis
Marshall Rudolph
Clint Quilter

Created/Initiated - 8/4/2020
Approved - 8/4/2020
Final Approval - 8/4/2020



COUNTY OF INYO
ADMINISTRATOR'S OFFICE
CLINT G. QUILTER
COUNTY ADMINISTRATIVE OFFICER



August 11, 2020

The Honorable Brian Lamb
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2019-2020 Grand Jury Report

Dear Judge Lamb:

On behalf of the Board of Supervisors, all County departments, and the County as a whole, I would like to take this opportunity to thank the members of the 2019-2020 Grand Jury for their work in preparing the 2019-2020 Grand Jury Final Report.

As you're aware, in an unprecedented development, the COVID-19 outbreak prevented the jury from completing ongoing investigations during its term. As such, the Final Report covers only local detention facility inspections – and a response from the Board of Supervisors is not required. The Board nevertheless wants to convey to the Grand Jury its gratitude for the jurors' conscientious efforts and dedication. It is our hope that future grand juries are not similarly handicapped in their investigative capacity, so that they may continue to deliver constructive recommendations for improving agency responsiveness and the way our local governments function.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts in promoting government accountability in its capacity as a representative of the citizens of Inyo County.

Sincerely,

Clint G. Quilter
County Administrator

cc: Inyo County Board of Supervisors

ORIGINAL

2019-2020 Inyo County Grand Jury

Charles Tello
Lone Pine

Margaret Egan
Bishop

Amy Weurdig
Mustang Mesa

Kathleen Carmical
Aberdeen

Edmond Cote
Bishop

Harivanden Bhakta
Bishop

Derik Olson
Bishop

Kathryn Daniels
Bishop

FILED

JUN 24 2020

**INYO CO. CLERK
KAMMI FOOTE, CLERK**

SUMMARY

The challenges posed by the COVID-19 Pandemic prevented the 2019-2020 Inyo County Grand Jury from completing on-going investigations. This Jury encourages the public to communicate with the 2020-2021 Inyo County Grand Jury regarding any issues of importance.

The final report of the 2019-2020 Inyo County Grand Jury follows.

DETENTION FACILITIES INSPECTIONS

Per California Penal Code 919(b), "The grand jury shall inquire into the condition and management of the public prisons within the county." California Grand Jury Association literature states that, "It is unclear whether this section refers to local jails or state-run facilities, but most grand juries conduct tours of jails and prisons."

The 2019-2020 Inyo County Grand Jury conducted physical inspections of the following detention facilities located in Inyo County: the Inyo County Juvenile Detention Center, the Bishop Police Department, the Inyo County Jail, and the Owens Valley Conservation Camp. The Grand Jury performed each inspection in the company of professional facility personnel.

Inyo County Juvenile Detention Center

BACKGROUND

The Inyo County Juvenile Center is located near the Inyo County Jail in Independence, CA. "In 2016, the Probation Department, in collaboration with Inyo County Health and Human Services, initiated Juvenile Service Redesign due to juvenile delinquency declining both locally and statewide, and the declining population housed at the Inyo County Juvenile Center. Juvenile Service Redesign resulted in transitioning the Juvenile Center into a Special Purpose Juvenile Hall utilized for weekend commitments for youth found in violation of probation by the Court. Staff formerly employed at the Juvenile Center were transitioned into the community as Rehabilitation Specialists, where they provide programming to early intervention youth and youth on probation. Programming, in collaboration with Inyo County Health and Human Services and Inyo County schools, occurs primarily in Inyo County schools and at various locations throughout Inyo County ... Youth who are arrested and detained are generally held in either the El Dorado County Juvenile Hall in South Lake Tahoe, California, or the Kern County Juvenile Hall in Bakersfield, California."

<https://www.inyocounty.us/services/probation/probation-juvenile-division>

METHODOLOGY

Members of the 2019-2020 Inyo County Grand Jury conducted a physical inspection of the Inyo County Juvenile Center on October 26, 2019.

Bishop Police Department

BACKGROUND

The Bishop Police Department (BPD) keeps order, ensures public safety, and enforces the laws in the City of Bishop, which encompasses 2.2 square miles. The BPD also responds to mutual aid requests from other law enforcement agencies, including the Bishop Paiute Tribal Police and other city, county, state and federal departments/agencies.

According to the current Bishop PD Policy Manual:

- "Any juvenile taken into custody shall be released to the care of the juvenile's parent or other responsible adult or transferred to a juvenile custody facility or to other authority as soon as practicable and in no event shall a juvenile be held beyond six hours from the time of his/her entry into the Bishop Police Department."
- "The Bishop Police Department is committed to releasing adults from temporary custody as soon as reasonably practicable, and to keeping adults safe while in temporary custody at the [Department/Office]. Adults should be in temporary custody only for as long as reasonably necessary for investigation, processing, transfer or release."

https://www.cityofbishop.com/wp-content/uploads/RELEASE_20180629_T121526_Bishop_PD_Policy_Manual.pdf

METHODOLOGY

Members of the 2019-2020 Inyo County Grand Jury conducted a physical inspection of the BPD facilities on November 6, 2019.

DISCUSSION

During the facility inspection, BPD staff informed Jurors of the following:

- All BPD officers wear a body camera while on duty.
- The BPD's K9 officer program has been suspended, but one of the department's goals is to reinstate it when possible.

Inyo County Jail

METHODOLOGY

Members of the Inyo County Grand Jury inspected the Inyo County Jail in Independence, CA, on November 15, 2019 and December 13, 2019.

DISCUSSION

During the facility inspection, Jail staff informed Jurors of the following:

- The Jail's Inmate Re-Entry Program assists inmates, upon release, with housing, education, vocational training, meals, and professional therapy including substance abuse counseling.
- The Jail's Control Panel, which previous Grand Juries have reported on*, had not been replaced at the time of this Jury's inspections.

* *Inyo County Grand Jury Reports for the past twelve years are available on the website - <https://clerkrecorder.inyocounty.us/p/grand-jury-reports.html> - or by contacting the Inyo County Clerk Recorder's office.*

Owens Valley Conservation Camp #26

BACKGROUND

The Owens Valley Adult Conservation Fire Camp #26 is a minimum-security state prison in Bishop, California ... which the [California] Department of Corrections oversees. <https://department-of-corrections.org/owens-valley-adult-conservation-fire-camp-26-correctional-facility/>

Since January 1, 1982 the Owens Valley Conservation Camp (OVCC) has been operated by the California Department of Corrections and Rehabilitation in conjunction with the California Department of Forestry and Fire Protection (CAL Fire). <https://www.cdcr.ca.gov/facility-locator/conservation-camps/owens-valley/>

Inmates volunteer for assignment to a fire camp. In order to be selected for the OVCC, inmates must meet all requirements of the California Department of Corrections and CAL FIRE. They must have "minimum custody" status, or the lowest classification for inmates based on their sustained good behavior in prison. They must be physically fit and able to work at least eight hours a day. Not all inmates will fight fire, but those who want to be firefighters must successfully complete the four-week firefighting training course. <https://www.cdcr.ca.gov/facility-locator/conservation-camps/>

METHODOLOGY

Members of the 2019-2020 Inyo County Grand Jury conducted a physical inspection of the OVCC facilities on December 6, 2019.

DISCUSSION

During the facility inspection, OVCC staff informed Jurors of the following:

- In addition to firefighting, vehicle maintenance, water treatment, food preparation and grounds-keeping are some of the skills inmates learn that may help them reenter the job market after release.
- Cerro Coso College works with inmates to further their education and earn their General Education Diploma (GED).
- While in constant training and preparedness for firefighting, inmates maintain the facility, prepare meals, and perform other duties. Additionally, supervised OVCC crews are available to assist with community service projects in Inyo and Mono Counties.



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 4, 2020.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 7/31/2020
Final Approval - 7/31/2020