

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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 fewer 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.

November 20, 2018 *PLEASE NOTE THE BOARD WILL NOT BE RECESSING TO CLOSED SESSION*

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.)

8:30 a.m. PLEDGE OF ALLEGIANCE

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Joseph Bercume, Correctional Officer, and Darcy Duro, Animal Services Shelter Attendant, Sheriff's Office.

DEPARTMENTAL – PERSONNEL ACTIONS

4. **CHILD SUPPORT SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Analyst III exists in the Child Support Department, as certified by the Child Support Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Administrative Analyst III, Range 72 (\$4,601- \$5,589), depending upon qualifications.
5. **HEALTH & HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Analyst I-II exists in the non-General Fund Social Services and Mental Health budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an Administrative Analyst I at Range 68 (\$4,357 - \$5,294) or an Administrative Analyst II at Range 70 (\$4,569 - \$5,557), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER-REGISTRAR OF VOTERS

6. Request Board issue an order accepting the Statement of All Votes Cast at the Statewide General Election held November 6, 2018 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the

Statement of All Votes Cast to be posted on the Inyo County Elections website (<https://elections.inyocounty.us>) as of Monday, November 19 at 5 p.m.

COUNTY ADMINISTRATOR

7. **Library** – Request Board authorize the closure of the Inyo County Free Library branches on Saturday, November 24, 2018, because of the Thanksgiving holiday.
8. **Motor Pool** – Request Board declare vehicle No. 7195 as surplus and authorize Motor Pool to dispose of the vehicle as scrap.

COUNTY COUNSEL

9. Request Board: A) receive the 2018 Conflict of Interest Code Biennial Reports from the following local agencies: Big Pine Cemetery District; Eastern Sierra Community Service District; Darwin Community Services District; Inyo County Superintendent of Schools; and Southern Inyo Healthcare District; and B) receive and approve the amended Conflict of Interest Code for the following district: Southern Inyo Healthcare District.

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

10. **WATER** – Request Board approve the 2017-2018 Lower Owens River Project Annual Accounting Report.
11. **PUBLIC WORKS** – Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, Section 22050 (C) (1), request Board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility (*4/5ths vote required*).
12. **COUNTY ADMINISTRATOR – Recycling & Waste** – Request Board: A) award the bid for the removal of household hazardous waste collected at County facilities to Stericycle Environmental Solutions, Inc. of Rancho Cordova, CA; B) ratify and approve the contract between the County of Inyo and Stericycle Environmental Solutions, Inc. of Rancho Cordova, CA for the removal of household hazardous waste collected at County facilities, in an amount not to exceed \$80,000 for the period of November 1, 2018 through June 30, 2021, subject to the Board's adoption of future County budgets; and C) authorize the Chairperson to sign.
13. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
14. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
15. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
16. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
17. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

18. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

19. **California Fish and Game Commission** – Notice of Receipt of Petition to list Crotch bumble bee (*Bombus crotchii*), Franklin's bumble bee (*Bombus franklini*), Suckley cuckoo bumble bee (*Bombus suckleyi*), and western bumble bee (*Bombus occidentalis*) as endangered under the California Endangered Species Act.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

For Clerk's Use
Only:

AGENDA NUMBER

4

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Authorization to recruit for a Administrative Analyst III

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that, consistent with the adopted Authorized Position Review Policy:

- A) the availability of funding for the requested position comes from the Child Support Department, as certified by the Child Support Director, and concurred with by the County Administrator and the Auditor-Controller;
- B) where internal candidates meet the qualifications for the position of Administrative Analyst III, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Administrative Analyst III: 72 (\$4,601- \$5,589), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Our Administrative Analyst III is moving to a position as the Assistant Finance Director with the City of Bishop. With the vacancy in our administrative analyst III position, our agency will be left with no fiscal employees. Day to day financials are currently being covered by an outside county as the financial work is ongoing in our cases. As the sole fiscal position in the region, the Administrative Analyst III position is vital to the daily operations of the Child Support Department and assists with budget preparation, budget projections, data tracking, and analysis related to child support collections and performance. A level III is required based on the broad and specialized skills needed in this position. As a level III the position acts as the fiscal lead for the agency, handling finance issues with limited supervision and interacts with caseworkers on complex financial issues as well as acts as a subject matter expert in processing and interpreting performance queries used throughout the State for performance reporting. This lead position also participates in outreach and administrative functions.

ALTERNATIVES:

Your Board could decline this request. This is not recommended, however, as the Child Support agency needs financial staff to ensure adequate analysis of our allocation, expenditures, and case load collections.

OTHER AGENCY INVOLVEMENT:

Merit Systems Services; Personnel; County Administrative Officer.

FINANCING:

The funding for any position(s) referenced in this reorganization agenda item will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for contingent upon the adoption of the 2018/2019 Board approved budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/15/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>J</u> Date <u>11/15/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 11/14/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Request to hire an Administrative Analyst I or II in Health and Human Services.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of Social Services and Mental Health funding (no General Funds) for the position of Administrative Analyst II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of either an Administrative Analyst I at Range 68 (\$4,357-\$5,294) or II at Range 70 (\$4,569-\$5,557), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Analyst II in HHS recently became vacant as the employee accepted a promotional opportunity position within HHS. The Administrative Analyst position collects, monitors, and analyzes data for quality assurance and quality improvement purposes, including meeting state mandated quality assurance requirements for child welfare and In Home Supportive Services (IHSS). The data includes areas such as access, timeliness of services, disparities, cultural competency, client satisfaction, federal program integrity, electronic billing and electronic health records. Data is monitored and analyzed to look for trends and outcomes. This position helps identify opportunities to expand data collection and data collection systems for continuous quality improvement. A primary focus is monitoring and analyzing both short term and long term outcomes for specialty populations such as inmates re-entering the community, to help ensure the Community Correction Partnership (CCP) leadership is making informed policy decisions. This position reports to our HHS Management Analyst to ensure that analysis and improvements are within the bigger HHS and County "picture".

The Department is respectfully requesting authorization to recruit and hire an Administrative Analyst I or II in HHS dependent upon qualifications.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Administrative Analyst I or II position. This will limit our ability to develop our expertise in the area of evaluation and outcomes, as well as potentially impact our ability to meet state requirements. This is a critical area as we need to ensure that efficiency and



effectiveness is achieved in our use of public funds.

OTHER AGENCY INVOLVEMENT:

CA Department of Social Services, Probation, Community Corrections Partnership

FINANCING:

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 50% in the Social Services Budget (055800) and 50% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
COUNTY COUNSEL: n/a	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>11/2/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>J</u> Date: <u>11/6/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 11/15/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:

6

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Statement of All Votes Cast, November 6, 2018 Statewide General Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Statewide General Election held November 6, 2018 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast to be posted on the Inyo County Elections website (<https://elections.inyocounty.us>) as of Monday November 19 at 5:00 pm.

SUMMARY DISCUSSION: "The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election..." (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

FINANCING: No impact

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 11/14/18
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 7

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Holiday Library Closure

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize that Inyo County Free Library branches close on Saturday, November 24, 2018, because of the Thanksgiving holiday.

SUMMARY DISCUSSION:

This request is made to allow library staff to spend Thanksgiving weekend with their families.

ALTERNATIVES:

If your Board does not authorize the requested closure, the Library's branches will be open for the regularly scheduled Saturday hours after Thanksgiving.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Nancy Magan

Date: 11/6/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Request to Dispose of Surplus Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION:

Request your Board declare vehicle #7195 as surplus and authorize Motor Pool to dispose of the vehicle as scrap.

SUMMARY DISCUSSION:

Motor Pool vehicle #7195, a 1995 Ford F150, was recently severely damaged and has become inoperable. Therefore, it is requested that your Board declare this vehicle as surplus. Rather than making the vehicle available for auction, with your Board's approval, Motor Pool intends to salvage all usable parts and dispose of the vehicle as scrap.

ALTERNATIVES:


Unless the vehicle is declared as surplus it cannot be disposed of and will be stored in the County yard. While an attempt could be made to auction the vehicle, due to the severity of the damage the department expects that there would be no interest in the truck.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Any revenue will accrue to the Motor Pool fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>11/13/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 14 copies of this document are required)



Date: 11/9/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: **November 20, 2018**

SUBJECT: **2018 LOCAL AGENCY CONFLICT OF INTEREST CODE BIENNIAL
REPORTS AND CONFLICT OF INTEREST CODES**

DEPARTMENTAL RECOMMENDATION:

1. Receive the 2018 Conflict of Interest Code Biennial Reports from the following Local Agencies (Exhibit A.1. through A.5.).

- A.1. Big Pine Cemetery District
- A.2. Eastern Sierra Community Service District
- A.3. Darwin Community Services District
- A.4. Inyo County Superintendent of Schools
- A.5. Southern Inyo Healthcare District

2. Receive and approve the amended Conflict of Interest Code for the following Districts (Exhibit B.1.)

- B.1. Southern Inyo Healthcare District

SUMMARY DISCUSSION: In even numbered years, Government Code section 87306.5 requires all local agencies in the County with a conflict of interest code (Code) to review the Code and revise it as needed. The Code identifies decision makers within the Agency that are required to prepare and file with the Clerk/Recorder a Statement of Economic Interest, which is frequently identified as a Form 700.

The request to commence the review process is made by Inyo County Counsel. On January 31, 2018, the Office of County Counsel notified each district within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2018. There still remain three (3) districts who have not submitted their conflict of interest code biennial reports to our office. A reminder notice was sent out to all districts on July 13, 2018.

We have received notices in the form of Biennial Reports from the agencies identified above as A.1.-A.5. Additionally, in conducting their biennial review, one (1) local agency made necessary changes to their agencies conflict of interest code (B.1.).

The County Counsel's Office has reviewed the Biennial Reports and Amended Code submitted herewith and finds them in accordance with legal requirements.


Your Board is asked to receive the Biennial Reports and approve the Amended Conflict of Interest Code identified herein.


ALTERNATIVES: The Board may decline to approve and/or receive the biennial report or the amended conflict of interest code. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

OTHER AGENCY INVOLVEMENT: n/a

FINANCING: The recommended action results in no financial impact to the County of Inyo.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>ys</u> Date <u>4/10/18</u>
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DEPARTMENT HEAD SIGNATURE:  Date: 4/13/18
(Not to be signed until all approvals are received)

2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person MELINDA DE COSTER
Agency BIG PINE CEMETERY DISTRICT
Mailing Address PO BOX 294
Date of Review of Agencies Conflict of Interest Code 10-9-18

Melinda DeCoster
Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:


County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Jennifer Krafcheck, Office Manager
Agency Eastern Sierra Community Service District
Mailing Address 301 West Line Street, Suite D, Bishop, CA 93514
Date of Review of Agencies Conflict of Interest Code September 4, 2018


Signature of Presiding Officer
Walt Pachucki, ESCSD Board President

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Patricia Laemmlé
Agency Darwin Community Services District
Mailing Address P.O. Box 5 Darwin CA 93522
Date of Review of Agencies Conflict of Interest Code September 24, 2018
Patricia Laemmlé
Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 LOCAL AGENCY BIENNIAL REPORT

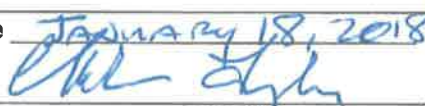
Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Dr. Lisa Fontana
Agency Inyo County Superintendent of Schools
Mailing Address 166 Grandview Drive Bishop, CA 93514
Date of Review of School Districts Conflict of Interest Code January 18, 2018

Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) [] Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) [] Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Maritza Perkins
Agency Southern Inyo Healthcare District
Mailing Address P.O. Box 1009, Lone Pine, CA 93545
Date of Review of Agencies Conflict of Interest Code 8/14/2018


Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**CONFLICT OF INTEREST CODE OF
SOUTHERN INYO HEALTHCARE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA**

Section 1. Purpose.

Pursuant to California Government Code section 87300, et seq., Southern Inyo Healthcare District hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

Section 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Persons holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

Section 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each person in a designated position shall file a statement of financial interest disclosing that person's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the person's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Presiding Officer of the District's Governing Board may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

Section 4. Place; Time and Requirements of Filing.

(A) Place of Filing.

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements for the Members of the Board, the District shall make and retain copies and forward the originals to the Inyo County Clerk. All other statements will be retained by the District.

(B) Time and Content of Filing.

Exhibit B.1
Page 1 of 4

The first statement by a person in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement by a person who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the District and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each person in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the person assumed the designated position during the calendar year. Every person in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

Section 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk, and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the person's position is assigned on Appendix "A".

Section 6. Disqualification.

A person in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No person in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"

CONFLICT OF INTEREST CODE OF THE
SOUTHERN INYO HEALTHCARE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Board of Directors	1
CEO/Administrator	1
CFO	1
CNO	1
SNF Director of Nursing Services	1
General Counsel	1
Human Resources Manager	2
Materials Manager	3
Director of Plant Operations	3
Dietary Manager	3
Registered Dietitian	3
Consultants	Disclosures determined by Board of Directors or CEO

APPENDIX "B"

CONFLICT OF INTEREST CODE OF SOUTHERN INYO HEALTHCARE DISTRICT COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by a person in a designated position.

Designated Persons in Group 1 Must Report:

All investments, interest in real property and income, and any business entity in which the person is a director, officer, partner, trustee, employee, or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the Southern Inyo Healthcare District, or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

Designated Persons in Group 2 Must Report:

- A. Investments in any business entity defined to be an "employer" or an "employment agency" within the meaning of the State Labor Statute.
- B. Each source of income, provided that the income was furnished by or on behalf of any person defined to be an "employer", "labor organization," "employment agency," or "joint apprenticeship council" within the meaning of the State Labor Statute.
- C. His or her status as a director, officer, partner, trustee, employee, or any position of management in any business entity defined to be a "labor organization," or "joint apprenticeship council," within the meaning of the State Labor Statute.

Designated Persons in Group 3 Must Report:

- A. Investments in any business entity which, within the last two years, has contracted, or in the future foreseeable may contract with the Southern Inyo Healthcare District or with the State of California to provide services, supplies, materials, machinery or equipment to the department or division of the Hospital District in which the persons serve as designated persons.
- B. Income from any source which, within the last two years, has contracted, or in the future foreseeable may contract with the Healthcare District or with the State of California to provide services, supplies, materials, machinery, or equipment to the department or division of the Healthcare District in which the persons serve as designated persons.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: NOVEMBER 20, 2018

SUBJECT: APPROVAL OF 2017-2018 LORP ANNUAL ACCOUNTING REPORT

DEPARTMENTAL RECOMMENDATION:

Request approval of the 2017-2018 LORP Annual Accounting Report.

SUMMARY DISCUSSION:

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of The Lower Owens River Project (Post Implementation Agreement, or PIA), which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Lower Owens River Project (LORP) Work Plan and Budget (Work Plan), and the costs incurred by each party in performing such work shall be submitted to the governing board of each party or the party's designee by October 31. The accounting report identifies the difference, if any, between the actual costs incurred by each party and the actual work performed by each party as compared to the costs and work for that party that were identified in that year's approved Work Plan (Section II.J.3.a; <http://www.inyowater.org/wp-content/uploads/2012/10/LORP-Post-Imp-Agreement-May-2010.pdf>).

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting. Under the Post Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual LORP Work Plan that party is in compliance with the Post Implementation Agreement. Further, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated. An exception to this rule allows reconciliation for contract work that was performed for less than the amount budgeted. In this case, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether the County should make a payment to LADWP. The Accounting Report will specify the account to be credited or debited (Post Implementation LORP Credit and/or LORP Trust Account; PIA Section II.J.3.c).

The 2017-2018 work plan, adopted by the Inyo/LA Technical Group on May 1, 2017, identifies tasks to be carried out by the MOU Consultant, Hydrologic Monitoring, Biological and Water Quality Monitoring, Operations and Maintenance, and Range Monitoring. All tasks identified in the Work Plan were satisfactorily completed. Both Inyo County and LADWP fully performed work assignments identified in the Work Plan.

The total budgeted for the LORP work in FY 2017-2018 was \$522,786. The County's budgeted \$154,193 and LADWP budgeted \$368,593. The actual LORP expenditures in the 2017-2018 were \$392,001, with the County expending \$113,128 and LADWP \$278,873 (LORP 2017-2018 Accounting Report, Table 1).

Of the MOU Consultants' \$74,193 budget, \$58,780 was invoiced and paid for by the County. Therefore, under the PIA rules for reconciliation for contracted work, the County will reimburse LADWP half of the \$15,413 difference in the form of a \$7,707 debit from the LORP credit.

The Rodent Control contract was paid by LADWP, with \$10,000 budgeted for this task and \$9,900 invoiced. Therefore, under the PIA rules for reconciliation for contracted work, half of the \$100 difference will be reimbursed the County in the form of a \$50 addition to the LORP credit.

The total difference in budgeted expenses between the County and LADWP, including reconciled consultant and contractor costs, divided by the two parties is \$114,857. This amount will be deducted from the County's LORP credit.

During the 2017-2018 fiscal year, the Inyo Mono Counties Agricultural Commissioner's office (IMAC) provided LADWP with an invoice totalling \$8,696; \$4,348 for each party for mosquito abatement activities in the LORP. This is substantially less than the \$60,000 budgeted, however, this service is not governed by contract between either party and IMAC and is not reconciled.

The invoice provided LADWP for mosquito abatement on the LORP was not provided to Inyo County Water Department by IMAC, rather, IMAC invoiced the Water Department \$30,000, which was paid in full. The amount billed for mosquito abatement does not reflect, and is less than, the actual costs incurred by Owens Valley Mosquito Abatement Program to provide these services, according to IMAC. The IMAC office states that personnel services listed on the invoices are for field staff activities only, and with the exception of the hours expended to create invoices, do not include charges for administration necessary for operation of the program, and that hourly rates invoiced for personnel services are for salary and partial benefits only. IMAC does not include in their invoice, leave time, insurance, retirement, environmental compliance, and equipment and facilities operation and maintenance. Additionally, invoiced activities and materials presented were only for sources affected by fluctuation in the flow of the Owens River and do not reflect all activities performed within the entire LORP planning area.

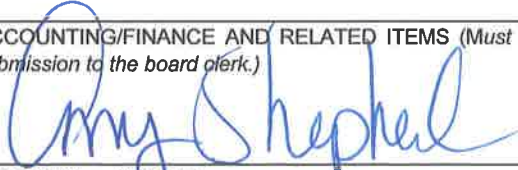
Certain costs, such as but not limited to mileage and ATV hourly rates are not invoiced because LADWP has refused payment of these costs in past years. According to IMAC, billing disputes between the County and LADWP for mosquito control services have resulted in far more expenditures to recover costs than the actual cost reimbursement, so in general it has not been cost effective to attempt to recover 100% of mosquito abatement expenditures from LADWP.

Amendments to the Work Plan are also reconciled in the Annual Accounting Report, but there were no amendments in the 2017-2018 fiscal year.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: LADWP

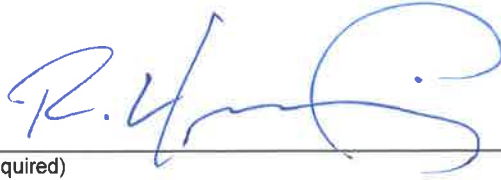
FINANCING: As of October 31, 2018, the LORP Credit balance, held by LADWP, after deducting the 2017-2018 LORP expenses of \$114,857, and making a 2.7% adjustment based on the April 2017 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index, is \$1,131,617. The balance of the LORP Post-Implementation Trust Account, held by the County of Inyo Treasury is \$2,467,375 as of October 19, 2018. The sum of accounts, \$3,598,993 with interest and indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 11, 2022.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>11/9/18</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

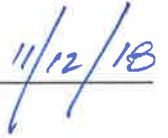
DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

A handwritten signature in blue ink, appearing to be 'R. Young', written over a horizontal line.

Date:

A handwritten date '11/12/18' in blue ink, written over a horizontal line.

**Lower Owens River Project
2017-2018 Work Plan**

Annual Accounting Report

**Prepared by Inyo County Water Department
and
Los Angeles Department of Water and Power**

November 8, 2018

Executive Summary

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Implementation Agreement or PIA) requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The Lower Owens River Project Work Plan, Budget, and Schedule, 2017-2018 Fiscal Year (2017-2018 LORP Work Plan and Budget) contained the following categories of tasks under maintenance and monitoring: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and rodent control. It also provided a work plan and budget for the professional services of the LORP MOU Consultants.

Background

The Post-Implementation Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and Budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Under the Post-Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The 2017-2018 LORP Work Plan and Budget was adopted by the Inyo/LA Technical Group on May 1, 2017. It was amended June 9, 2017 to include \$12,493 in additional funds for the MOU Consultants to conduct an additional field assessment due to unusually high runoff conditions and associated high flows in the LORP that occurred during Summer 2017. Following this amendment, the total budget for LORP work in the 2017-2018 fiscal year was \$522,786. The County's contribution was \$154,193 and LADWP's was \$368,593. The MOU Consultants' costs were paid by the County. Their charges were \$15,260 less than budgeted, so half of that amount will be credited to LADWP (\$7,630). LADWP budgeted \$10,000 for a Rodent Control contract and \$9,900 was spent. Per the Post-Implementation Agreement, costs for contracted work is adjusted when contract work is less than the amount budgeted in the approved budget. Therefore, the LORP credit will be adjusted by half of the \$100 difference (\$50). The total difference in budgeted expenses between the County and LADWP, including reconciled consultant costs, divided by the two parties is \$114,857. This amount will be deducted from the County's LORP credit.

For reference purposes, actual costs for work approved under the 2017-2018 Work Plan and Budget were \$522,786 with the County expending \$113,128 and LADWP \$278,873 (Table 1).

Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, Budgeted vs. Actual Expenses, 2017-2018 Fiscal Year

Inyo County	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Biologic and Water Quality	123	125	\$0	\$0
Mosquito Abatement	-	-	\$30,000	\$4,348
MOU Consultant	-	-	\$74,193	\$58,780
Noxious Species Control	-	-	\$50,000	\$50,000
Adaptive Management			\$0	\$0
Inyo County Totals	123	125	\$154,040	\$113,128
LADWP	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	Actual Value of Additional Staff Time, Materials, and Equipment
Hydrologic Monitoring	-	-	\$91,930	\$93,720
Biologic and Water Quality	123	110	\$0	\$0
Operations and Maintenance	-	-	\$236,663	\$170,905
Mosquito Abatement	-	-	\$30,000	\$4,348
Rodent Control	-	-	\$10,000	\$9,900
Adaptive Management	-	-	\$0	\$0
LADWP Totals	123	110	\$368,593	\$278,873
Combined Total	246	235	\$522,786	\$392,001
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$114,857)	

Section 1. Budget Summary by Individual Work Group

Operations and Maintenance, LADWP

Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Post-Implementation Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2017-2018 costs for river corridor and BWMA facilities were \$379,689. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$236,663.

Actual costs for operations and maintenance activities in the LORP in the 2017-2018 fiscal year were \$313,930. This amount reduced by the CPI- adjusted baseline costs is \$170,905. Much of this work focused on cleaning, repairs, and other maintenance at the Intake as well as ongoing aqueduct and reservoir keeper labor for patrols and flow changes for the project.

The previous fiscal year required significant preparation of LADWP facilities for historic runoff conditions in the Owens Valley, including in the LORP. In fiscal year 2016-2017, LADWP spent over \$550,000 more than budgeted to prepare the LORP facilities identified in the Post Imp Agreement and to manage the high flow conditions within the project. As a consequence, it was not necessary to perform additional maintenance at some of these facilities (Alabama, Thibaut, and Delta spillgates) during the 2017-2018 fiscal year. It is anticipated that regular operations and maintenance activities will resume for the 2018-2019 fiscal year.

Hydrologic Monitoring, LADWP

LADWP budgeted a total of \$91,930 for hydrologic monitoring in the 2017-2018 fiscal year. The actual cost was \$93,720 (Table 3). Hydrological monitoring devices were replaced at the Blackrock measuring station during the 2017-2018 fiscal year and engineering support was required for unanticipated maintenance of the Langemann Gate at the LORP Intake. Although there was a seasonal habitat flow of 130 cfs in 2018, it required very little additional flow monitoring. Therefore, overall costs for LORP hydrological monitoring were quite similar to budgeted costs.

Biological/Water Quality Monitoring, Inyo County and LADWP

Monitoring, analysis, and report preparation were jointly conducted by the County and LADWP with 123 Staff Work Days budgeted to each agency per the 2017-2018 LORP Work Plan and Budget. Actual days spent by the County were 125 and LADWP were 110.

62 people days were budgeted by ICWD (lead) for Rapid Assessment Surveys in the riverine riparian area, Delta Habitat Area and Off River Lakes and Ponds. 18 people days were budgeted by LADWP to conduct the Rapid Assessment Surveys in the riverine riparian area and Blackrock. LADWP spent 14 people days conducting a portion of the riverine riparian area and ICWD conducted the remainder of the surveys over 64 people days.

Landscape Vegetation Mapping of the Delta Habitat area was not conducted during the 2017-2018 fiscal year because no new imagery was available since the last mapping cycle. However, this imagery was collected during summer 2017 and the associated mapping effort was conducted during the 2018-2019 fiscal year and presented in the 2018 LORP Report.

LADWP and the County conducted Avian Censuses in the Thibaut Unit during the 2017 calendar year, as it was in its second active year. Although the Winterton Unit was active also, avian surveys had been conducted during its first two active years in 2015 and 2016. Analysis and reporting for avian census work in the Thibaut Unit was conducted in fall 2017. During the winter of 2017-2018, the Winterton Unit was phased out and the Drew Unit was brought into operation. As a consequence, LADWP and the County conducted avian censuses in only the Drew Unit during the 2018 field season.

All tasks identified in the 2017-2018 LORP Work Plan and Budget were completed within the number of days shown in Table 4 with the exception of landscape mapping of the Delta due to no new imagery available. This mapping was conducted during the 2018-2019 fiscal year.

Range Monitoring

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the MAMP was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2017-2018 LORP Work Plan and Budget. However, actual people days necessary to conduct this work are shown in Table 5.

Mosquito Abatement

During the 2017-2018 fiscal year, LADWP and Inyo County paid the Inyo Mono Agricultural Agent total of \$8,696 for mosquito abatement activities in the LORP, substantially less than the budgeted \$60,000. LADWP funded \$226,768 for additional aerial application of mosquito control compounds across approximately 3,500 acres of City of Los Angeles lands in Inyo County as a result of water spreading activities during historic runoff conditions in 2017. Some of this acreage was in the LORP Area.

According to the Inyo and Mono Counties Agricultural Commissioner's Office (IMAC), the amount billed does not reflect, and is less than, the actual costs incurred by IMAC to provide these services. The personnel services listed on the invoices are for field staff activities only and, with the exception of the hours expended to create invoices, do not include charges for administration necessary for operation of the program. Hourly rates listed for personnel services are for salary and partial benefits only. They do not include additional costs such as leave time, insurance, retirement, environmental compliance, and equipment and facilities operation and maintenance necessary for the success of the program. Additionally, invoiced activities and materials were only for sources affected by fluctuation in the flow of the Owens River and do not reflect all activities performed within the entire LORP planning area.

Noxious Weeds

During the 2017-2018 fiscal year, Inyo County paid a total of \$50,000 for Noxious Species Control in the LORP.

LORP MOU Consultants (Inyo County)

Four tasks were described in the 2017-2018 LORP Work Plan and Budget and \$74,193 was budgeted for these efforts, which included an amendment to allow an additional site visit to assess the effects of flooding that occurred in the LORP area during 2016-2017. The charges for these services totaled \$58,780 as shown in Table 6.

Table 2. LORP Operations and Maintenance Summary of Actual Expenditures, 2017-2018 Fiscal Year

Labor		
Location/Activity	Total Labor	Total Equip
River		
Measuring Station Maintenance	\$5,156.74	\$8,669.19
Intake Spillgate	\$28,515.94	\$27,282.90
Thibaut Spillgate and Ditch	\$0.00	\$0.00
Independence Spillgate and Ditch	\$8,516.49	\$17,494.58
Locust Spillgate and Ditch	\$10,309.54	\$11,786.00
Georges Ditch	\$2,128.48	\$1,497.84
Alabama Spillgate	\$0.00	\$0.00
Delta Spillgate	\$0.00	\$0.00
River Subtotal	\$54,627.18	\$66,730.50
Blackrock Waterfowl Management Area		
Blackrock Ditch	\$12,813.51	\$16,231.98
Patrol & Flow Changes (River and BWMA)	\$109,664.00	\$38,352.00
Fence Maintenance (River and BWMA)	\$1,319.70	\$3,358.98
BWMA Subtotal	\$123,797.21	\$57,942.96
Additional LORP Road Maintenance	\$5,676.24	\$5,156.10
TOTALS		
River Total	\$121,357.67	
BWMA Total	\$181,740.16	
Road Maintenance	\$10,832.34	
Total O and M	\$313,930.17	
CPI Adjusted O and M	\$170,904.83	

Baseline Costs (described in Post -Imp Agreement)	River	BWMA
CPI adjustment	\$56,863.00	\$62,798.00
2006-2007 4.5%	\$59,421.84	\$65,623.91
2007-2008 3.1%	\$61,263.91	\$67,658.25
2008-2009 -1.3%	\$60,467.48	\$66,778.69
2009-2010 0.9%	\$61,011.69	\$67,379.70
2010-2011 0.7%	\$61,438.77	\$67,851.36
2011-2012 3.0%	\$63,281.93	\$69,886.90
2012-2013 2.1 %	\$64,610.85	\$71,354.53
2013-2014 0.4%	\$64,869.30	\$71,639.94
2014-2015 1.3%	\$65,712.60	\$72,571.26
2015-2016 1.6%	\$66,764.00	\$73,732.40
2016-2017 1.8%	\$67,965.75	\$75,059.59

*using November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index

Table 3. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures, 2017-2018 Fiscal Year

	Budgeted Labor Costs	Budgeted Equipment Costs	Total Budgeted Costs	Total Actual Costs
HYDRO OPERATIONS				
River Stations	\$ 11,180.00	\$ 1,040.00	\$ 12,220.00	\$ 20,322.00
Seasonal Habitat	\$ 8,600.00	\$ 800.00	\$ 9,400.00	\$ -
Off River Lakes & Ponds	\$ 3,010.00	\$ 280.00	\$ 3,290.00	\$ 3,746.00
Flow to Delta	\$ 860.00	\$ 80.00	\$ 940.00	\$ -
Blackrock Waterfowl	\$ 6,450.00	\$ 600.00	\$ 7,050.00	\$ 8,467.00
Reporting Compliance	\$ 6,450.00	\$ 600.00	\$ 7,050.00	\$ 5,080.00
		Subtotal	\$ 39,950.00	\$ 37,615.00
HYDRO MAINTENANCE				
River Stations	\$ 6,020.00	\$ 560.00	\$ 6,580.00	\$ 12,305.00
Off River Lakes & Ponds	\$ 2,150.00	\$ 200.00	\$ 2,350.00	\$ 265.00
Flow to Delta	\$ 3,010.00	\$ 280.00	\$ 3,290.00	\$ 3,350.00
Blackrock Waterfowl	\$ 3,440.00	\$ 320.00	\$ 3,760.00	\$ 1,604.00
		Subtotal	\$ 15,980.00	\$ 17,524.00
ENGINEERING HYDRO SUPPORT				
Reporting Compliance	\$ 36,000.00	\$ -	\$ 36,000.00	\$ 38,581.00
		Subtotal	\$36,000.00	\$38,581.00
Total Hydro Budget			\$91,930.00	\$93,720.00

Table 4. LORP Biological and Water Quality, Time Budgeted vs. Actual, 2017-2018 Fiscal Year

Biological and Water Quality	Organization/Class	Budgeted			Actual		
		Days	Inyo Days	LA Days	Days	Inyo Days	LA Days
River							
Rapid Assessment Survey	LA/WRS	14		14	14		14
	IC/RES ASST	60	60		60	60	
Analysis and Reporting	LA/WRS	6		6	1		1
	IC/RES ASST	20	20		21	21	
Total Person Days on Task		100	80	20	96	81	15
Blackrock							
Waterfowl Area Acreage	LA/WRS	8		8	10		10
	IC/RES ASST	8	8		7	7	
Blackrock Avian Surveys	LA/WRS	16		16	16		16
	IC/RES ASST	16	16		8	8	
Rapid Assessment Survey	LA/WRS	4		4	0		0
Analysis and Reporting	LA/WRS	25		25	34	8	26
Total Person Days on Task		77	24	53	75	23	52
Delta							
Rapid Assessment Survey	IC/RES ASST	1	1		2	2	
Landscape Vegetation Mapping	LA/WRS	28		28	0		0*
Analysis and Reporting	IC/RES ASST	1	1		1	1	
	LA/WRS	7		7	0		0
Total Person Days on Task		37	2	35	3	3	0
Off-River Lakes and Ponds							
Rapid Assessment Survey	IC/RES ASST	1	1		2	2	
Analysis and Reporting	IC/RES ASST	1	1		1	1	
Total Person Days on Task		2	2	0	3	3	0
Annual Report Preparation							
Report preparation	LA/WRS	15		15	43		43
	IC/LORP	15	15		15	15	
Total Person Days on Task		30	15	15	58	15	43
	B&WQ Totals	246	123	123	235	125	110

Table 5. LORP Range Monitoring, Time Budgeted vs. Actual, 2017-2018 Fiscal Year (LADWP only)

Task	Budgeted People Days	Actual People Days
Utilization	45	43
Irrigated Pasture Condition	3	0
Range Trend	110	44
Analysis and Reporting	30	17
Total	188	104

Table 6. LORP MOU Consultants, Budgeted vs. Actual Expenses, 2017-2018 Fiscal Year

		Budgeted	Actual
Task 1	River and Wetlands Site Visit	\$5,920	\$6,685
Task 1 Amendment	Additional Site Visit to Assess Flood Effects	\$12,340	\$5,845
Task 2	Annual Report Evaluation and Adaptive Management Recommendations	\$46,250	\$46,250
Task 3	Meetings and Travel Expenses	\$9,530	\$0
	TOTAL	\$74,040	\$58,780

Section 2. Adaptive Management

There was no Adaptive Management proposed under the LORP 2017-2018 Work Plan and Budget.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

For Clerk's Use Only: AGENDA NUMBER
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FROM: Public Works Department

FOR THE BOARD MEETING OF: Nov. 20, 2018

SUBJECT: Jail Fire Suppression Sprinklers Update

DEPARTMENTAL RECOMMENDATIONS:

Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, 22050 (C) (1), the Department of Public Works recommends your board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility. (4/5 vote)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During your October 9th, 2018, Board of Supervisors meeting, your Board took action to approve resolution No. 2018-43 authorizing emergency repairs and replacement of certain fire suppression sprinklers at the County Jail in order to permit the continued conduct of County operations and services at that facility.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

- Auditor's Office
- County Administrator
- County Counsel
- Risk Management

FINANCING: Funding is included in the Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance of Structures.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: N/A Date _____

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: N/A Date _____

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/7/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Approval of contract with Stericycle Environmental Solutions for removal and disposal of Household Hazardous Waste collected at County facilities

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) award the bid for the removal of household hazardous waste (HHW) to Stericycle Environmental Solutions, Inc.; 2) approve and ratify the Contract between the County of Inyo and Stericycle Environmental Solutions of Rancho Cordova, California in an amount not to exceed \$80,000 for the period of November 1, 2018 through June 30, 2021 subject to Board approval and adoption of future County budgets, and 3) authorize the Chairperson to sign the Contract.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management (RWM) implements Household Hazardous Waste programs to meet state directives requiring removal from the solid waste stream. The program, which is free to the public, allows the public to drop-off HHW during scheduled events at County landfills and manned transfer stations. RWM provided a listing of typical items requiring disposal annually through the HHW Program. Stericycle Environmental Solutions (SES) located in Rancho Cordova, California, submitted the only bid for this work. Stericycle currently provides this service to the County. The department has been satisfied with the work and the cost. The company has significant experience in the field and works with numerous jurisdictions throughout the state.

The sample cost from Stericycle Environmental Solutions was \$19,310.00, including mobilization, proper packaging of the HHW and proper recycling or disposal of the HHW. The ultimate cost is determined by the mix of materials. Stericycle provided an itemized cost list which is incorporated into the contract. The not-to-exceed amount should be more than sufficient to cover the cost of the three (3) years of HHW removal services if we continue to have similar items brought to the landfills as those of past years.

This contract will provide for the removal of HHW that is routinely collected from the public and stored at County solid waste facilities, as well as material collected at collection events scheduled through the end of June 2021. The scope of the work calls for SES to provide labor, equipment and materials associated with proper removal and management of household hazardous waste from four locations: 1) Bishop-Sunland Landfill, 2) Lone Pine Landfill, 3) Big Pine Transfer Station, and 4) Independence Landfill, as well as the responsible method of recycling or disposal of the materials in accordance with California State Law.

The project work will include the classification of wastes, packaging and bulking for shipment, transportation, and final disposal at an appropriate recycling, disposal or treatment facility permitted to handle such wastes. More specifically, the contractor will:



1. Prepare a site specific Health and Safety/Emergency Contingency Plan for performing hazardous waste removal and management services in accordance with all applicable regulations.
2. Identify and classify the waste into proper DOT Hazard Classes.
3. Identify any unknown or unlabeled materials using appropriate hazard characterization testing.
4. Properly package and label waste pursuant to DOT & EPA regulations and disposal facility requirements.

5. Provide properly trained personnel to complete all on-site work.
6. Provide all equipment and supplies necessary for project completion, including but not limited to: personal protective equipment, safety equipment, packaging materials and transportation equipment.
7. Profile waste for recycling and disposal facility acceptance.
8. Complete manifests and bills of lading for transporting wastes in accordance with DOT regulations.
9. Transport waste to approved and fully permitted waste recycling and/or disposal facilities.
10. Prepare a report detailing wastes shipped, disposal destination, disposal method and a completed CIWMB Form 303.

ALTERNATIVES: Your Board can choose not to approve the contract for HHW Removal with Stericycle, however this is not recommended. The drop-off and collection of household hazardous waste material is offered free to the public to encourage the proper disposal of this waste material. The household hazardous waste material must be removed and transported to an approved and fully permitted waste recycling or disposal facility.

OTHER AGENCY INVOLVEMENT: None

FINANCING: The contract amount will be budgeted in the 2018/2019 Solid Waste Budget 045700, Object Code 5265, Professional and Special Services.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"></div> <div style="width: 55%;"> Approved: <u>YES</u> Date <u>4/25/18</u> </div> </div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"></div> <div style="width: 55%;"> Approved: <u>eyes</u> Date <u>5/2/2018</u> </div> </div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%; text-align: center;">N/A</div> <div style="width: 55%;"> Approved: _____ Date _____ </div> </div>

DEPARTMENT HEAD SIGNATURE:  Date: 11/8/18
 (Not to be signed until all approvals are received)
 (The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for household hazardous waste removal services provided by Stericycle Environmental Solutions, Inc., of Rancho Cordova, 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 FRED AUBREY, whose title is Waste Management Program Superintendent. 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 November 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty Thousand (\$80,000.00) 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 which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor not later than 30 days from date invoice was submitted to County.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

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 C 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. DEFENSE AND INDEMNIFICATION.

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

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

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

12. 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 three (3) 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. County shall provide to Contractor reasonable written notice of any inspection or audit.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>Recycling and Waste Management</u>	Department
<u>163 May Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Stericycle Environmental Solutions, Inc.</u>	Name
<u>11855 White Rock Road</u>	Street
<u>Rancho Cordova, CA 95742</u>	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 STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2018.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By:  _____
Signature

 _____
Print or Type Name

Dated: 10/25/2018

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

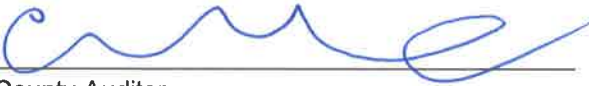
Dated: _____

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 STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

TERM:

FROM: November 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

Removal and proper disposal of household hazardous waste from the Bishop Landfill, Independence Landfill, Lone Pine Landfill and Big Pine Transfer Station on an on-call basis.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND STERICYCLE ENVIRONMENTAL SOLUTIONS, INC
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

TERM:
FROM: November 1, 2018 TO: June 30, 2021

SCHEDULE OF FEES:

Waste Description	Management Method	Units	Unit Cost
Latex	Recycle	CYB	\$0.00
Paints - Oil Base	Fuel Substitution	CYB	\$0.00
Paints - Spray	Fuel Substitution	55 DM	\$260.00
Paints - Thinners	Fuel Substitution	55 DM	\$195.00
Paints - Stains/Varnish	Fuel Substitution	55 DM	\$195.00
Batteries	Recycle	LB	\$1.10
Fluorescent Tubes	Recycle	FT	\$0.17
Cleaners	Treatment	55 DM	\$275.00
CFL Bulbs	Recycle	EA	\$1.25
Pest/Herb/Insecticides	Incineration	55 DM	\$300.00
Construction Material	Incineration	15 DM	\$150.00
Gas Thinner	Fuel Substitution	5 DM	\$70.00
Antifreeze	Recycle	55 DM	\$175.00
Flood Bulbs	Recycle	EA	\$1.25
Auto Supplies	Incineration	55 DM	\$300.00
Roofing Tar	Fuel Substitution	55 DM	\$195.00
Others HHW Materials	Fuel Substitution	30 DM	\$145.00
Mobilization		EA	\$3,700.00
Labor		EA	\$5,016.00

**Latex and oil based paints are assumed to fall under the PaintCare Program

Waste Description	Management Method	Pricing Method	Unit Price: Transportation & Disposal per 20 gal drum	Unit Price: Transportation & Disposal per cubic yard box	Unit Price: Transportation & Disposal Other
Oil Based Paint	Fuel Substitution	Bulk			
Oil Based Paint	Fuel Substitution	Loosepack	PaintCare Items - No Charge		
Latex Paint	Recycle	Bulk/Loosepack			
Flammable Liquids	Fuel Substitution	Bulk	\$130.00		
Paint Related Material	Fuel Substitution	Loosepack	\$145.00	\$550.00	
Flammable Solids	Incineration	Labpack			
Aerosol Cans	Fuel Substitution	Loosepack	\$195.00	\$725.00	
Propane Cylinders (camp stove, gas grill)	Recycle	Loosepack			
Fire Extinguishers	Recycle	Each			
Corrosives (acid or base)	Treatment/Neutralization	Labpack	\$205.00		
Oxidizers	Treatment/Neutralization	Labpack	\$280.00		
Poisons	Incineration	Labpack	\$225.00	\$850.00	
Household Dry-Cell Batteries	Recycle	Pound			\$1.10
Organic Peroxides	Incineration	Labpack			
Mercury	Recycle	Labpack			
Fluorescent Light Tubes	Recycle	Linear Foot			\$0.17
Compact Fluorescent Bulbs	Recycle	Each			\$1.25
Crushed Light Bulbs	Recycle	lb			\$3.55
PCB Light Ballasts	Recycle	lb			\$1.30
Mobilization		Each			\$3,700.00
Labor		Each			\$5,000.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.
FOR THE PROVISION OF REMOVAL OF HOUSEHOLD HAZARDOUS WASTE MATERIAL SERVICES**

TERM:

FROM: November 1, 2018 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: November 20, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 11/9/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING: November 20, 2018
SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 11/9/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING OF: November 20, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
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PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Clint G. Quilter Date: 11/9/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING OF: November 20, 2018
SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 11/9/18

#19

Commissioners
Eric Sklar, President
Saint Helena

Anthony C. Williams, Vice President
Huntington Beach

Jacque Hostler-Carmesin, Member
McKinleyville

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Jamul

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Melissa Miller-Henson
Acting Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

RECEIVED
2018 NOV 14 AM 8:06
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission (Commission), on October 17, 2018, received a petition from the Xerces Society for Invertebrate Conservation, Defenders of Wildlife, and Center for Food Safety to list Crotch bumble bee (*Bombus crotchii*), Franklin's bumble bee (*Bombus franklini*), Suckley cuckoo bumble bee (*Bombus suckleyi*), and western bumble bee (*Bombus occidentalis occidentalis*) as endangered under the California Endangered Species Act.

All bumble bees have three basic habitat requirements: suitable nesting sites for the colonies, availability of nectar and pollen from floral resources throughout the duration of the colony period (spring, summer, and fall), and suitable overwintering sites for the queens. In addition, their populations can be negatively affected by both pathogens and pesticides; thus, they may require habitat that is free from exposure to high levels of both native and exotic pathogens, and pesticides that cause harm to colonies. Bumble bees are found in a wide variety of natural, agricultural, urban, and rural habitats, although species' richness tends to peak in flower-rich meadows of forests and subalpine zones.

Pursuant to Section 2073 of Fish and Game Code, on October 26, 2018, the Commission transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. The Commission will receive the petition at its December 12-13, 2018, meeting in the QLN Conference Center, 1938 Avenida del Oro, Oceanside, California. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its February 6-7, 2019, meeting in Sacramento.

Interested parties may contact Kevin Shaffer, Fisheries Branch Chief, at California Department of Fish and Wildlife, 830 S Street, Sacramento, CA 95811 or (916) 327-8841 or Kevin.Shaffer@wildlife.ca.gov, for information on the petition or to submit information to the Department relating to the petitioned species.

October 30, 2018

Fish and Game Commission

Melissa Miller-Henson
Acting Executive Director