

# 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 less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

### **January 12, 2016**

**8:30 a.m. 1. PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** – discussion with legal counsel regarding potential initiation of litigation (two cases.)
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1))** – *Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

#### **OPEN SESSION**

**10:00 a.m. PLEDGE OF ALLEGIANCE**

7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
8. **PUBLIC COMMENT**

9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
10. **INTRODUCTIONS** – The following will be introduced to the Board (a) the Chairperson will introduce Marshall Rudolph, County Counsel; (b) County Counsel will introduce John Vallejo; Assistant County Counsel; and (c) Health and Human Services Director will introduce, Starla Shunkwiler, Office Clerk, and James Allmon, Office Technician in the HHS Department.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**COUNTY COUNSEL**

11. Request Board approve the Agreement Regarding Legal Services to be Provided by the Inyo County Counsel's Office to the Eastern Sierra Transit Authority (ESTA); and authorize the Chairperson to sign.

**PUBLIC WORKS**

12. Request approval to purchase one 2009, CARB compliant, Peterbuilt water truck from LKQ Heavy Truck-Acme, in the amount of \$97,865 including sales tax, freight, DMV and documentation fees.
13. Request approval of Amendment No. 2 to the Contract between the County of Inyo and Amerigas of Bishop for propane services, increasing the Contract by \$3,100 to a total not to exceed \$606,998, for the period of September 1, 2013 through June 30, 2016; and authorize the Chairperson to sign.

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

14. **COUNTY ADMINISTRATOR – Board of Supervisors – Supervisor Jeff Griffiths** - Request Board approval of the 2016 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Jeff Griffiths, and for the purposes of Form 806 reporting, making separate motions for the assignments: to the Great Basin Air Pollution Control District Board (2 plus an alternate); the BLM Steering Committee; Mental Health Advisory Board; the Local Agency Formation Commission (one plus an alternate); and the Child Care Planning Council. (*Recommendations for appointment will be made during the discussion.*)
15. **BOARD OF SUPERVISORS – Supervisor Rick Pucci** - Request approval of a letter to the California Fish and Game Commission commenting on its proposal to make permanent the emergency regulations set forth in Section 8.01, Title 14, CCR, which provide a process for the Commission to quickly respond to temporarily close fisheries experiencing degraded environmental drought conditions that may affect fish populations or their habitat within waters of the State; and authorize the Chairperson to sign.
16. **AGRICULTURAL COMMISSIONER** - Request Board approve a letter to the U.S. Fish and Wildlife Service outlining concerns identified by the Inyo County Agricultural Resource Advisory Board regarding the Los Angeles Department of Water and Power Draft Habitat Conservation Plan (HCP); and authorize the Chairperson to sign.
17. **PUBLIC WORKS** – Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Airport Technician position comes from the Public Works budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualification of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment is more appropriate; and C) approve the hiring of one Airport Technician I at Range 54 (\$3,057 - \$3,693).
18. **PUBLIC WORKS** – Request Board A) award and approve the Contract for the Inyo County Strip and Refinish Flooring Services to ServiceMaster of IWC, for the period of December 14, 2015 through June 30, 2016, with two one year options to renew through June 2018, in the amount of \$15,826, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

19. **PLANNING** – Request Board review and approve the Southern California Edison Energy Efficiency Revolving Loan Fund (EERLF) Policy, to be implemented only if Seed Funding can be secured, or alternatively, direct staff to prepare a report outlining why the Policy was not adopted and plans to be pursued.

**TIMED ITEMS** (Items will not be considered before scheduled time)

- 10:30 a.m. 20. **PLANNING – COUNTY ADMINISTRATOR – COUNTY COUNSEL** – Request Board conduct a workshop regarding the Draft Tribal Consultation Policy.

**CORRESPONDENCE – ACTION** (To be considered at the Board's convenience)

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

21. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
11

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

**FROM:** Marshall Rudolph

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Agreement Regarding Legal Services to be Provided by the Inyo County Counsel's Office to the Eastern Sierra Transit Authority (ESTA)

**DEPARTMENTAL RECOMMENDATION:**

Approve County entry into proposed Agreement Regarding Legal Services to be Provided by the Inyo County Counsel's Office to the Eastern Sierra Transit Authority (ESTA), and authorize the Board Chair to sign said Agreement on behalf of the County.

**SUMMARY DISCUSSION:**

This Agreement would authorize the Inyo County Counsel's office to provide routine legal services to Eastern Sierra Transit Authority (ESTA) in exchange for a flat fee of \$1,000 per month, effective January 1, 2016. The Agreement specifies that the compensation amount can be revisited yearly by the parties, and either party can terminate the Agreement at any time. The Agreement also specifies that in the event of a conflict between ESTA and Inyo County, the County Counsel's office may continue to represent Inyo County. An identical arrangement had existed between ESTA and Mono County since ESTA was created, and worked very well. ESTA simply wishes to continue that relationship with me (and my assigned deputies) through my new role as Inyo County Counsel. The ESTA Board has already approved this Agreement.

**ALTERNATIVES:**

The Board could decline to approve the Agreement, in which case ESTA would simply need to find alternative legal counsel.

**OTHER AGENCY INVOLVEMENT:**

Eastern Sierra Transit Authority (ESTA) is the other party to the proposed agreement.

**FINANCING:**

This Agreement would result in receipt of \$6,000 of additional revenue to the County Counsel budget for FY 2015-16.

**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: _____ Date <u>1/7/16</u>
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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:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 1/7/16  
(The Original plus 20 copies of this document are required)

**AGREEMENT REGARDING LEGAL SERVICES TO BE  
PROVIDED BY THE INYO COUNTY COUNSEL'S OFFICE  
TO THE EASTERN SIERRA TRANSIT AUTHORITY (ESTA)**

This Agreement is entered into by and between the Eastern Sierra Transit Authority ("ESTA") and the County of Inyo, a political subdivision of the State of California (sometimes referred to herein as "the County").

**Recitals:**

- A. State law authorizes ESTA to contract for legal services.
- B. Under Government Code section 26520, which is made applicable to county counsels by Government Code section 26529, a county counsel is authorized to provide legal services to local public entities, and to charge a fee for such services.
- C. ESTA wishes to retain legal services from Inyo County through its County Counsel's Office (as an independent contractor). The County is willing to provide such services on the terms and conditions set forth below.

**Terms and Conditions:**

The parties hereto agree as follows:

1. Effective January 1, 2016, Inyo County shall provide services to ESTA through the Inyo County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by ESTA. ESTA shall be deemed a client of the County Counsel for purposes of this Agreement. Individual attorneys employed by the County in the County Counsels' Office shall at all times remain employees of the County and not employees of ESTA. All legal services provided shall be through the County as an independent contractor.
2. As compensation for any and all legal services provided under this Agreement, and any expenses associated therewith, ESTA shall initially pay the County a flat fee of \$1,000 per month, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2016, and every July 1<sup>st</sup> thereafter, the County Counsel and the ESTA Executive Director shall review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed-upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to ESTA in care of its Executive Director on a

quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. ESTA shall pay invoices within 30 days of receipt.

3. The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers or employees) on the one hand and ESTA on the other hand, or if for any reason the County Counsel's office declines to or resigns from providing services to ESTA, then ESTA agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

4. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

5. ESTA acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. ESTA specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that ESTA has consented to such representation and has knowingly and voluntarily waived any actual or potential conflict associated with such representation.

6. 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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**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:
<b>AGENDA NUMBER</b>
12

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: January 12, 2016

SUBJECT: Purchase of one 2009, CARB compliant, Peterbilt water truck

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve the purchase of one (1) 2009, CARB compliant, Peterbilt water truck.
2. Approve a purchase order to, LKQ Heavy Truck-Acme, in the amount of \$97,865.00. This amount includes sales tax, feright, DMV and documentation fees.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

During the Boards December 8, 2015 meeting the Road Department requested the purchase of a John Deere Motor Grader, John Deere Loader and snow blower attachment. Mentioned in the summary discussion of that request was the purchase, at a later date, of a water truck that would also be funded by the same Off Highway Motor Vehicle Recreation Division (OHMVR Division) grant and Road Department match. The Road Department has located a truck that fills this need. This water truck would be used to help maintain designated "combined use routes" and roads that may be designated as such in the future. Operation of this water truck is not limited solely to the "combined use routes". It would also be used during routine maintenance projects as needed. Being CARB compliant this truck would assist in the Road Departments quest to continue to meet state mandated CARB regulations.

Because this water truck is used, the Road Department did not use the formal bid process as it would be virtually impossible to find two used water trucks with the same mileage, tank size, sprayer size, engine horsepower, and overall condition. The Road Department searched and found several used water trucks and determined the truck from LKQ to be the best fit for the Road Departments needs as well as being priced within the available funding amount. The Road Department considers LKQ Heavy Truck-Acme, to be the "sole source" provider for this purchase.

**ALTERNATIVES:**

1. The Board could decide not to approve this request. This is not recommended, as the Road Department is now tasked with performing more maintenance of the "combined use routes". At the same time this grant/match funding allows the Road Department a rare opportunity to update and augment an aged fleet of equipment.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Auditors Office  
County Counsel

**FINANCING:**

Funds have been allocated for this purchase through the Off Highway Motor Vehicle Recreation Division grant and Road Department match through budget 034600 Object Code 5650 Equipment.

**APPROVALS**

COUNTY COUNSEL:

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

*Margaret Kemp-Williams*

Approved:

Date 12/22/15

AUDITOR/CONTROLLER

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

*[Signature]*

Approved: yes

Date 12/30/2015

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:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: 12/30/15

## Sole Source Justification Form

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

**This is a sole source because:**

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

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

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

<p><b>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:</b>  <b>Description of Item or Service.</b>  <b>Item: A 2009 Peterbilt 340 water truck with a 4000 gallon tank. This truck is used and as such there is no way to find another water truck that has the same mileage, year, engine size, tank size, etc. Other used water trucks were looked at but this truck was determined to be the best fit within the available funding limit.</b></p>	
<p>DEPARTMENT CONTACT PERSON &amp; TITLE Bob Brown</p>	
<p>DEPARTMENT NAME Public Works/ Road Department</p>	<p>PHONE 760-878-0205</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME LKQ Heavy Truck - Acme</p>	<p>SUPPLIER CONTACT PERSON Nathan Davidson</p>
<p>SUPPLIER ADDRESS 1016 South Wilson Way Stockton, California 95205</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 209-466-7021 ext. 2085</p>

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

Robert Brown  
Signature of Requestor

12-28-15  
Date

\_\_\_\_\_  
President/CEO Approval

\_\_\_\_\_  
Date



## Heavy Truck

Price Quote 13-188765

(1820) LKQ Heavy Truck - Acme

1016 South Wilson Way

Stockton, CA, 95205

Phone: 209-466-7021

Fax: 209-466-0676

Salesperson: Nathan Davidson

**Billing Address**

418624

INYO COUNTY ROAD DEPT.  
Shannon Platt

INDEPENDENCE, CA 93526  
USA

760-878-0281

**Shipping Address:**

INYO COUNTY ROAD DEPT.  
Shannon Platt

INDEPENDENCE, CA, 93526  
USA

760-878-0281

Shipping Method	Date	PO #	Truck #	Term
TO BE DETERMINED	11/25/2015			

Part Number	Description	Qty: Ordered	Ship	BO	Sale Price	Amount
A15C0138	VIN: 2NPRLN9X29M781883 WHOLE TRUCK FOR RESALE (2009 PETERBILT 340) 4000 Gallon Ledwell tank, 4X3 PTO powered pump, (5) air operated spray heads, 54,600 GVW, , set up for drafting, 055,721 *** LOW MILES	1.00	1	0	\$89,500.00	\$89,500.00
FEE - DMV	LKQ TO COMPLETE GOV. EXEMPT PLT. N/C	1.00	1	0	\$0.00	\$0.00
FEE - DOCUMENT	NON-SALES Document Fee	1.00	1	0	\$55.00	\$55.00

QUOTE ONLY, NO HOLD  
P.O. TO HOLD, WITH TERMS TO BE AGREED TO.

Mechanical & collision part warranty coverage is a minimum of 180 days against manufacturer defect. Any New or rebuilt engine, transmission, or rear differential will have a 12 month guarantee against mechanical product failure due to manufacturer defect. Any Reconditioned or pullout (used) engine, transmission or rear differential will have a 180 day guarantee against product failure due to manufacturer defect. Core units or parts sold in AS IS condition carry no warranty and returns. All returns, including cores, must be returned within 30 days from date of purchase. No returns will be accepted on any electrical items. For further information see the back of this invoice or visit [LKQCORP.COM/HEAVY-TRUCK-WARRANTY](http://LKQCORP.COM/HEAVY-TRUCK-WARRANTY)

11/25 Option: - Freight Quote - \$1,150  
Freight truck - TAI

Subtotal: 89,555.00  
Tax (8.0000%): 7,160.00  
Total: 96,715.00

Received by: \_\_\_\_\_

Invoice Balance: 96,715.00

+ 1150  
97,865.00

Search Inventory online at [www.LKQHEAVYTRUCK.com](http://www.LKQHEAVYTRUCK.com)





# Truck Paper

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## 2009 PETERBILT 340

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CALCULATOR](#)

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**Price: \$89,500**

### Seller Information

**LKQ-ACME TRUCK**

**PARTS**

Stockton, California

Phone: (888)540-0666

Fax: (209)466-0676

Email  
**LKQ-ACME  
TRUCK PARTS**

### Get A Free Shipping Quote

Item Is:  Already Purchased  
 Planning to Purchase

From:

To:

Ready to Ship By:

Date Needed By:

[Get Quote](#)

### Get Free Financing Quote

Loan Amount  (USD)  
Needed:

Desired Term Length:

NeedA Lender.com

Share On:

### Description

4000 Gallon Ledwell tank, 15' long, spring mounted, (5) air operated, cab controlled spray heads, hydrant fill, hose reel with hose and nozzle, valley receiver, VERY LOW MILES, set up for drafting,

A/C: Excellent, Cruise Control

### Specifications

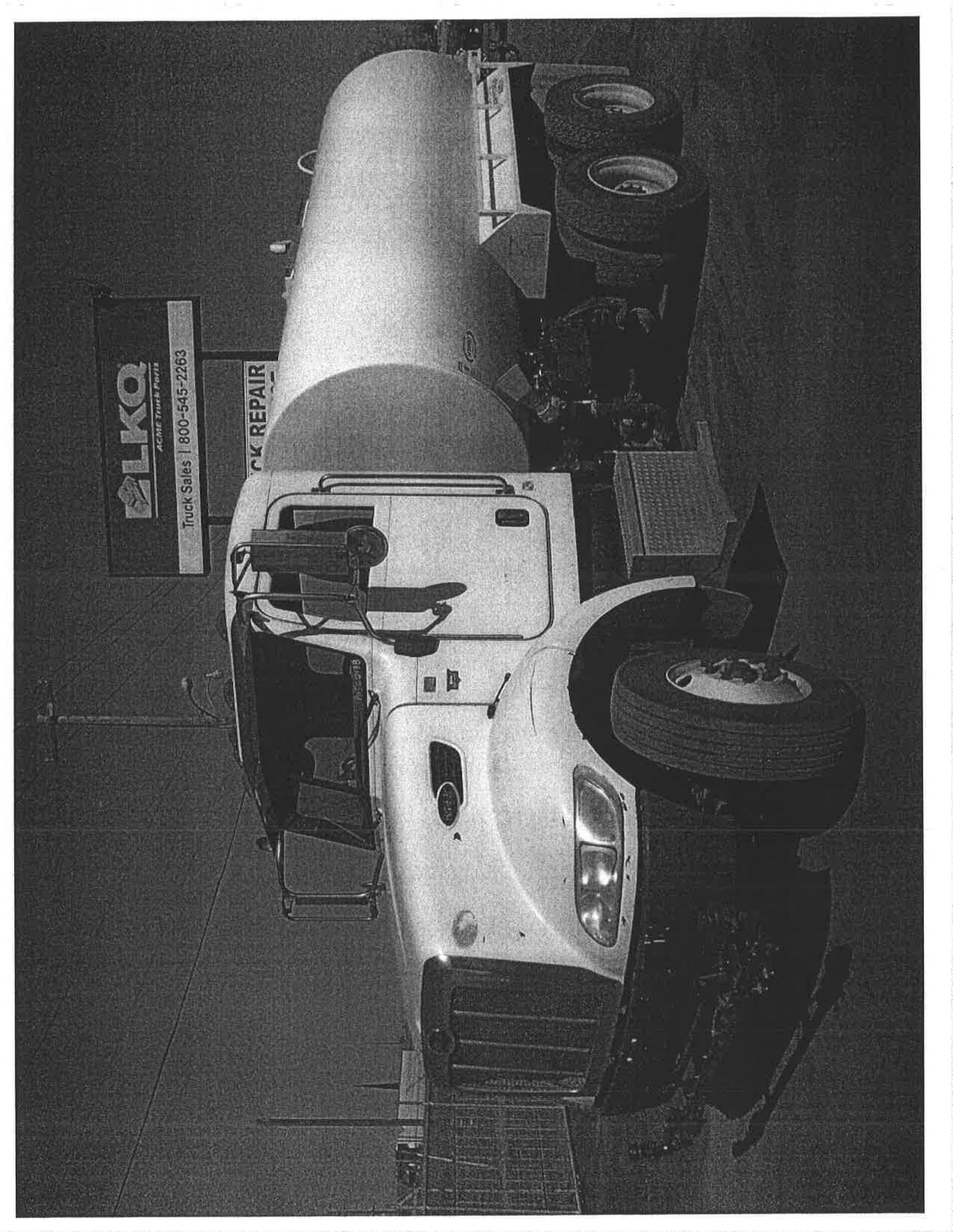
<b>Quantity</b>	1
<b>Stock Number</b>	A15C0138
<b>Year</b>	2009
<b>Manufacturer</b>	PETERBILT
<b>Model</b>	340
<b>Location</b>	Stockton, California
<b>Condition</b>	Used
<b>Engine Manufacturer</b>	Cummins
<b>Engine Type</b>	ISC
<b>Horsepower</b>	300
<b>Mileage</b>	55,721 mi
<b>Fuel Type</b>	Diesel
<b>Transmission</b>	10 Spd
<b>Suspension</b>	Air Trac
<b>Tires</b>	275/80r22.5
<b>Wheels</b>	All Steel
<b>Wheelbase</b>	202 in
<b>Number of Rear Axles</b>	Tandem
<b>Capacity</b>	4,000 gal
<b>VIN</b>	2NPRLN9X29M781883
<b>Gross Vehicle Weight</b>	54,600 lb
<b>Ratio</b>	355
<b>Rear Axle Weight</b>	40,000 lb
<b>Front Axle Weight</b>	14,600 lb
<b>Drive Side</b>	Left Hand Drive

[Return To Previous Page](#)

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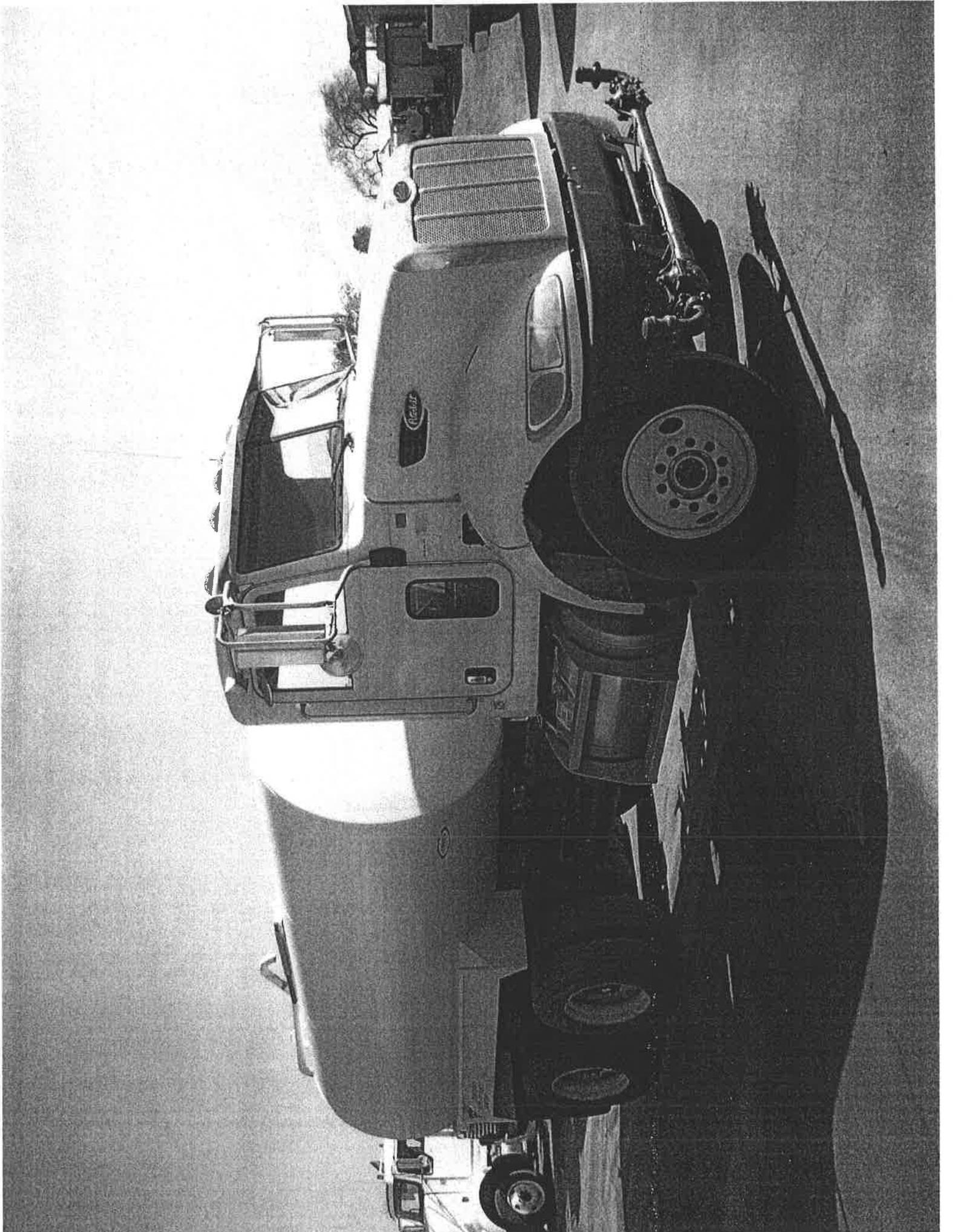
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**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: January <sup>12</sup>~~8~~, 2016

SUBJECT: Approve Amendment No. 2 to the agreement for propane services with Amerigas of Bishop.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request that your Board approve Amendment #2 to a three-year contract for propane services with Amerigas of Bishop. This amendment will increase the original not-to-exceed amount of \$603,898.00 by \$3,100 resulting in a revised not to exceed amount of \$606,998.00.
2. Authorize the Chairperson to sign the amendment to the contract contingent upon the appropriate signatures being obtained.

**CAO RECOMMENDATIONS:** None

**SUMMARY DISCUSSION:**

On August 27, 2013, Inyo County entered into an agreement with Amerigas of Bishop to provide liquefied propane gas (LPG) at specific County facilities. This is a three (3) year agreement, for the period beginning September 1, 2013 until June 30, 2016. Since this agreement began, Amerigas of Bishop has purchased the Lone Pine Propane business. Two of our County locations were served exclusively by Lone Pine Propane; Lone Pine HHS at 380 Mt. Whitney and Community Mental Health at 126 Washington Street. In addition we have obtained another HHS location; 586 Central Ave, Bishop. Due to the fact that Building & Maintenance has the current contract with Amerigas of Bishop for all of the other County locations and terminate the existing purchasing agreement for the added three locations so that there will not be an interruption of service to these locations and to avoid having two separate contracts with the same company.

**ALTERNATIVES:**

The Board could elect not to approve this request and direct staff to obtain a separate purchase order. This is not recommended, as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Amerigas of Bishop's responsiveness and customer service.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
 Auditor's Office.

**FINANCING:**

Funding for this work is budgeted in the Building & Maintenance (011100) Utilities Object code 5351

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>✓</u> Date <u>12/29/15</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>yes</u> Date <u>12/30/2015</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: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** Williams Date: 12/30/15  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Amerigas.  
FOR THE PROVISION OF LIQUEFIED PROPANE**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Amerigas of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated October 15, 2014, on County of Inyo Standard Contract No. 113, for the term from September 1, 2013 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3 COMPENSATION: Attachment B – Exhibit B as follows:

Revising to read as stated in exhibit "B" here to and incorporated herein by this reference as though set forth fully.

**2. TERM**

The term of the agreement shall be from September 1, 2013 to June 30, 2016 unless terminated as provided below.

Amend Section 3, CONSIDERATION, D. to read as follows:

3. D. Limit upon the 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 \$606,998.00

The effective date of this amendment to the Agreement is January 6, 2015.

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

With this amendment the purchase agreement by and between Lone Pine Propane an Inyo County is terminated.

AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Amerigas.

**FOR THE PROVISION OF LIQUEFIED PROPANE**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

Taxpayer's Identification Number:

APPROVED AS TO FORM AND  
LEGALITY:

NOT NEEDED

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

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



Exhibit B  
Schedule of Fees

**VENDOR SUPPLIED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	BID PRICE
8	1100	Bldg. & Maintenance Shop 190 Jackson St. Independence, CA	\$0.29
9	1000	Superintendent of Schools 135 S. Jackson St. Independence, CA	\$0.29
10	15000	Juvenile Detention Facility 201 Mazourka St. Independence, CA	\$0.29
11	25000	Jail Facility 550 S. Clay St. Independence, CA	\$0.29
12	1000	Motor Pool Office 136 Jackson St. Independence, CA	\$0.29
13	2500	District 3 Road Yard 750 S. Clay St. Independence, CA	\$0.29
14	4000	Statham Hall 138 N. Jackson St. Lone Pine, CA	\$0.29
15	1500	Millpond Sawmill Road Bishop, CA	\$0.29
16	Total Airport Usage          4000	Bishop Airport Airport Road Bishop, CA For a total of 5 tanks a. Pump House b. Building 5 c. Building 7 d. Terminal Building & Restaurant Bishop, CA	\$0.29
17	1000	Bishop Seniors 506 Park Avenue Bishop, CA	\$0.29
18	3000	Bishop Library 208 Academy St. Bishop, CA	\$0.29
19	1000	Bishop Road Shop 701 S. Main St. Bishop, CA	\$0.29
20	800	Search & Rescue Bishop Airport	\$0.29

Exhibit B  
Schedule of Fees

**VENDOR SUPPLIED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	BID PRICE
21	500	Quonset Hut Bishop Airport	\$0.29
22	2500	Bishop Landfill Sunland Res Road Bishop, CA	\$0.29
23	2400	Big Pine Town Hall 150 Dewey St. Big Pine, CA	\$0.29
24	900	Animal Shelter County Road behind Big Pine Convalescent Hospital Big Pine, CA	\$0.29
25	285	Big Pine Road Yard 150 Dewey St. Big Pine, CA	\$0.29
		Substation Road Lone Pine, CA	\$0.29
27	600	Bishop Probation 912-914 N. Main St Bishop, CA 93514	\$0.29
28	1200	Bishop Wellness Center 130 Short Street Bishop, CA 93513	\$0.29
29	3500	Progress House 536 N. Second St. Bishop, CA 93514	\$0.29
30	750	Ag Building 218 Wye Road Bishop, CA 93514	\$0.29
31	4,275	Lone Pine HHS 380 Mt Whitney Lone Pine Ca 93545	\$0.29
32	4,000	Community Mental Health 126 Washington Lone Pine Ca 93545	\$0.29
33	3448	Bishop Community Mental Health 586 Central Avenue Bishop, Ca 93514	\$0.29
<b>TOTAL ESTIMATED GALLONS PER YEAR FOR COUNTY OWNED &amp; VENDOR SUPPLIED TANKS</b>		<b>118,358</b>	<b>BID PRICE FOR ALL COUNTY LOCATIONS</b>



**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:** County Administrator  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Board of Supervisors Committee Appointments for calendar year 2016

**DEPARTMENTAL RECOMMENDATION:** - Request Board approval of the 2016 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Jeff Griffiths, and for the purposes of Form 806 reporting, making separate motions for the assignments: to the Great Basin Air Pollution Control District Board (2 plus an alternate); the BLM Steering Committee; Mental Health Advisory Board; the Local Agency Formation Commission (one plus and alternate); and the Child Care Planning Council. *(Recommendations for appointment will be made during the discussion.)*

**SUMMARY DISCUSSION:** - Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees and commissions upon which the Board of Supervisors has representation. The requirement for Board of Supervisor representation on the various boards, committees and commissions may come from a variety of sources including but not limited to state law, county law, and/or Inyo County Board of Supervisors order. At this time your Board is asked to make the necessary appointments as recommended by this year's Chairperson, Supervisor Jeff Griffiths, who will make the recommendations during today's discussion. Additionally you are being requested to make separate motions for appointments to boards and agencies that pay a stipend to their members for both regular and alternate membership, necessitating appointments that require the completion of Form 806, Agency Report of Public Official Appointments which is a different approval mechanism than the other annual appointments. This form has been posted on the County's website as required and once the Board confirms these appointments the Form will be updated.

**ALTERNATIVES:** Your Board could choose to change any of the recommendations for appointments.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no expected fiscal impact associated with this request.

**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: _____ 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: _____ Date _____
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> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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

Date: 1-06-16



**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:** Supervisor Rick Pucci

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Comment to California Fish and Game Commission's Proposed Changes in Regulations

**DEPARTMENTAL RECOMMENDATION:** Request approval of a letter to the California Fish and Game Commission commenting on its proposal to make permanent the emergency regulations set forth in Section 8.01, Title 14, CCR, which provide a process for the Commission to quickly respond to temporarily close fisheries experiencing degraded environmental drought conditions that may affect fish populations or their habitat within waters of the State; and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:** The fishing resources in Inyo County are crucial to our tourist based economy. The California Fish and Game Commission has taken emergency steps over the past several years to use best available science to determine whether fishing in certain areas of State waters should be temporarily closed because the fisheries have been degraded by environmental conditions that may affect fish populations or their habitat. These emergency regulations were enacted in response to the State of California's Emergency Drought Proclamation and as directed by Governor Brown. The Commission is proposing to make the emergency regulations permanent. The regulations appear to be specific with regard to the triggers that enable the closures, and in light of reports that severe drought conditions are expected to continue in California for several more year, I believe the County should comment on efforts of the Commission and the California Department of Fish and Wildlife to protect the State's fishing resources. Additionally, it is important for the County to convey to the Commission and CADF&W the importance of protecting and maintaining access to the fishing resources in Inyo County and the Eastern Sierra.

**ALTERNATIVES:** Staff has drafted a letter for our Board's consideration and awaits our Board's direction regarding changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with sending this letter.

<b>APPROVALS</b>	
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: _____ 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: _____ Date _____
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>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_  
 (The Original plus 20 copies of this document are required)



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: [pgunsolley@inyocounty.us](mailto:pgunsolley@inyocounty.us)

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

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

January 9, 2016

California Fish and Game Commission  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814

Re: Proposed Regulatory Action Relative to Adding Section 8.01, Title 14, California Code of Regulations

Gentlemen:

This letter is to provide the Inyo County Board of Supervisor's comments on the Commission's proposed regulatory action relating to special measures for fisheries at risk due to drought conditions. Understanding the importance of and protecting the States fishing resources is extremely important in light of critical drought conditions.

As a tourist based economy, Inyo County depends heavily on our fishing resources for our economic well being. Your proposed regulatory changes while helping to protect the State's fishing resources must also take into consideration the importance of these fishing resources to rural tourist economies like Inyo County. The triggers that are being proposed to be made permanent appear to be specific and clearly define when the fisheries are in danger as a result of drought conditions. Inyo County is asking that the Commission ensure that these regulations are strictly enforced to protect fisheries that are actually impacted by severe drought conditions and will not be used for any other reason to limit fishing resources in the State of California.

Your recognition of the importance of Inyo County's fishing resources to our economic well-being is greatly appreciated. The County looks forward to the Commission continuing to implement regulations that protect the resources from severe drought conditions that may be impacting some of the State's fisheries.

Sincerely,

Supervisor Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

xc: Governor Brown  
Assemblyman Mathias  
Senator Berryhill  
CSAC  
RCRC

Commissioners  
Jack Baylis, President  
Los Angeles  
Jim Kellogg, Vice President  
Discovery Bay  
Richard Rogers, Member  
Santa Barbara  
Michael Sutton, Member  
Monterey  
Jacque Hostler-Carmesin, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899

## Fish and Game Commission

www.fgc.ca.gov



Wildlife Heritage and Conservation  
Since 1870

December 24, 2015

This is to provide you with a copy of the notice of proposed regulatory action relative to adding Section 8.01, Title 14, California Code of Regulations, relating to special measures for fisheries at risk due to drought conditions, which are published in the California Regulatory Notice Register on December 25, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Mr. Roger Bloom, Fisheries Branch, phone (916) 445-3777, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,



Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

INYO COUNTY  
ADMINISTRATIVE  
CLERK D. J. JARRIN

2015 DEC 22 AM 7:30

RECEIVED

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205, 240 and 315 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 205, 240, and 315 of said Code, proposes to add Section 8.01, Title 14, California Code of Regulations (CCR), relating to special measures for fisheries at risk due to drought conditions.

**Informative Digest/Policy Statement Overview**

California has recently experienced severe drought conditions with record low snow pack in 2015. In early 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency to exist in California and ordered the Department to work with the Commission, using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. On April 1, 2015, the Governor ordered state agencies to impose statewide mandatory water restrictions that will save water, increase enforcement against water waste, streamline the state's drought response, and invest in new drought resilient technologies for California.

The Department of Fish and Wildlife (Department) continues to evaluate and manage the changing impacts of drought on threatened and endangered species and species of special concern, and develop contingency plans for state Wildlife Areas and Ecological Reserves to manage reduced water resources in the public interest.

Statewide water quality and quantity in many systems will likely be inadequate to support fisheries if existing environmental conditions persist, resulting in impeded passage of spawning fish, increased vulnerability to mortality from predation and physiological stress, and increased angling harvest and/or hooking mortality. Furthermore, survival of eggs and juvenile fish in these systems experiencing degraded habitats could be extremely low. The historically low water conditions may concentrate cold water fish populations into shrinking pools of cold water habitat making them easy prey for illegal angling methods such as snagging, increased hooking mortality due to legal catch and release, over-harvest, as well as other human-related disturbances within their freshwater habitat. When coupled with environmental stressors, such as high water temperature, low dissolved oxygen, and severely reduced suitable habitat, these stressors can seriously affect reproductive success and survival rates. Although habitat conditions can recover with the onset of good water quality, reduced population levels caused by drought conditions could still threaten the persistence and resilience of the fishery.

Since 2014, the Department has worked with the Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as habitat conditions degrade and or fish populations drop below a sustainable level. On June 11, 2015, the Commission adopted emergency regulations which establish a quick response process to temporarily close fisheries experiencing degraded environmental conditions that may affect fish populations or their habitat within waters of the state. These emergency regulations went into effect on July 2, 2015 and will expire on December 31, 2015.

To ensure that fisheries are protected now and in the future, the Department is proposing that the Commission make permanent the emergency regulations set forth in Section 8.01, Title 14, CCR, as amended herein.

## Regulatory Proposal

Environmental conditions resulting in degraded habitat quality and or extremely low population size may require temporary restrictions on fishing to protect fish populations and sustain future opportunity. These conditional changes may affect each waterbody and fish population differently based on various abiotic and biotic factors. Increased angling mortality, harvest, angling pressure, and fish population size are the key components used to evaluate potential effects associated with degraded environmental conditions and will need to be evaluated on a water by water basis and over time as conditions change.

To ensure that fisheries are protected under critical conditions, the Department is proposing a set of triggers to guide fishing closure and reopening decisions. The Department's decision to close or open individual waters will be based on the most current information available, collected by professional staff trained in the associated fields. Criteria for evaluating aquatic conditions are based on site-specific monitoring efforts with an emphasis on listed fish species, species of special concern, and gamefish.

The following proposed criteria will be used to determine if a fishing closure or associated reopening is warranted:

Any water of the state not currently listed in Section 8.00 of these regulations may be closed to fishing by the Department when the Director, or his or her designee, determines one or more the following conditions have been met:

- Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days.
- Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over **two** consecutive days.
- Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.
- Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.
- Adult breeding population levels are estimated to be below **50 individuals for a sub-population and 500 individuals for a standard population.**

All waters closed pursuant to this section will be reopened by the Department when the Director, or his or her designee, determines the initial closure-based criteria are no longer met and **water temperatures do not exceed 70° Fahrenheit for over eight hours a day for 14 consecutive days and dissolved oxygen remains above 5 mg/L for 14 consecutive days.**

### Proposed Regulatory Changes from Emergency Regulations:

The Department proposes additional modifications to the originally approved "emergency" text as shown in bold above due to further review of scientific literature as follows:

1. A consecutive 48 hour (two days) exposure rate for dissolved oxygen provides a better basis to address natural variability and risk for juvenile and early life stages of fish.
2. The Department is proposing to use the 50/500 rule in evaluating angling closures to address the effects on both the localized level for smaller sub-populations and larger meta-population complexes.
3. The Department is proposing an extended period of recovery for water temperature and dissolved oxygen closures to account for natural variability and fluctuations once the upper limits for water temperature and dissolved oxygen have been exceeded.

Justification and associated data for closure and reopening decisions will be provided to the Commission for any water that is subject to a fishing closure.

### **Benefits of the regulations**

As set forth in Fish and Game Code section 1700 it is "the policy of the state to encourage the conservation, maintenance, and utilization of the living resources of the ocean and other waters under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local fisheries and distant-water fisheries based in California in harmony with international law respecting fishing and the conservation of the living resources of the oceans and other waters under the jurisdiction and influence of the state.

Adoption of scientifically-based criteria for angling closures due to adverse habitat conditions provides for the protection and maintenance of sport fish populations to ensure their continued existence. The benefits of the proposed regulations are in sustainable management of the State's sport fish resources, and the businesses that rely on sport fishing in California.

### **Consistency with State and Federal Regulations**

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate recreational fishing in waters of the state (Fish & Game Code, §§ 200, 202, 205). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to angling closures to protect sport fish populations. Further, the Commission has determined that there are no existing comparable federal regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, 1416 Ninth Street, Sacramento, California, on Thursday, February 11, 2016 at 8:30 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Flamingo Conference Resort & Spa, 2777 Fourth Street, Santa Rosa, CA 95405, California, on Thursday, April 14, 2016, at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted at the address given below or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on April 12, 2016. All comments must be received no later than April 14, 2016, at the hearing location listed above. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Roger Bloom, Department of Fish and Wildlife, phone (916) 445-3777, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action is not anticipated to have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide.

(b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide. Therefore the Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing business or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Protecting fish populations during poor habitat conditions ensures the maintenance of the fishery and is needed to ensure future opportunity for California anglers. Recreational angling is a healthy outdoor activity that encourages consumption of a nutritious food.

The Commission does not anticipate any non-monetary benefits to worker safety because the proposed regulations do not affect working conditions.

The Commission anticipates benefits to the environment by the sustainable management of California's sport fishing resources.

(c) **Cost Impacts on a Representative Private Person or Business:**

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup  
Executive Director

Dated: December 15, 2015



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  16
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: January 12, 2016**

**SUBJECT: Consideration of Correspondence to United States Fish and Wildlife Service (USFWS) Regarding the Los Angeles Department of Water and Power Draft Habitat Conservation Plan (HCP)**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve a letter to the U.S. Fish and Wildlife Service outlining concerns identified by the Inyo County Agricultural Resource Advisory Board regarding the Los Angeles Department of Water and Power Draft Habitat Conservation Plan (HCP); and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The deadline for submission of comments for the LADWP HCP is January 15. This plan is intended to address incidental take as outlined in the Endangered Species Act, and serve as an application for the LADWP to obtain an Incidental Take Permit from the California Fish and Wildlife Service for operations in Inyo and Mono Counties. After reviewing the HCP, the Agricultural Resource Advisory Board to the Inyo County Board of Supervisors discovered some issues with the HCP that could adversely affect ranching operations in Inyo County.

Most of the issues of concern involve proposed timing for the movement of livestock. In several cases, the HCP proposes to require livestock to be moved off grazing lands, or preclude movement on to grazing lands on fixed dates. These fixed dates in some cases create scenarios where ranching operations have a month or more with no available pasture to locate herds. In other cases, it may not be feasible to move herds due to weather conditions or a lack of forage due to constraints on irrigation. The Agriculture Resource Advisory Board recommends that more flexibility be built into the HCP by using adaptive management principles rather than fixed dates to dictate on/off times.

Additionally, it was noted that one section of the HCP describes weed management on the Lower Owens River Project (LORP) as being the "responsibility" of the Inyo/Mono Agricultural Commissioner's Office. The Agricultural Commissioner's Office conducts some weed management on the LORP, but weed management within this area is not the sole responsibility of the Agricultural Commissioner's Office.

**ALTERNATIVES:**

Not provide comments on the HCP at this time, but this is not advisable as the deadline to do so is January 15.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**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: _____ 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: _____ Date _____
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>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 1-2-16

January 6, 2016

Kennon Corey - LADWP HCP  
Palm Springs Fish and Wildlife Service Office  
777 E Tahquitz Canyon Way, Suite 208,  
Palm Springs, CA 92262

Mr. Corey,

I appreciate the opportunity to comment on the Los Angeles Department of Water and Power Draft Habitat Conservation Plan (HCP). The geographic scope of this conservation plan is vast and could have impacts on our area agriculture industry, which provided over \$20,000,000 to our local economy in 2014 alone. I look forward to a final conservation plan that protects our valuable wildlife diversity while also maintaining important economic activity in our area.

I would like to comment about conflicts contained in the proposed grazing management in the draft plan. Adaptive management practices are utilized by Los Angeles Department of Water and Power throughout the HCP, and could be used to allow for consideration of wildlife habitat while still creating a feasible operations timeframe for ranchers. Some ranching operations are required to move herds off leases in Inyo County on May 1 before these herds can be relocated to other areas. Fixed beginning dates for grazing on summer range, designed to protect sensitive species such as sage grouse, preclude the movement to these areas prior to June 1 in many cases. Weather conditions, such as snow covered pasture can render it unusable. Irrigation on certain summer leases that used to begin on April 1, cannot begin under current guidelines until May 1. In these cases forage may not have the opportunity to become established before herds are moved onto this pasture. The final Habitat Conservation Plan should address these issues and allow for adaptive management, directed toward best management practices, to dictate transition times for grazing operations.

Additionally, the draft plan states on page 2-12 that, "within the LORP, the Inyo/Mono Agricultural Commissioner's (AgComm) Office is responsible for weed management and the Inyo County Water Department implements the Saltcedar Program". Although the Inyo/Mono Agricultural Commissioner's Office does provide invasive plant management in the LORP area, it would be more accurate to describe that involvement in a manner consistent with the Saltcedar Program, e.g. "the Inyo County Agricultural Commissioner's Office implements an invasive plant management program in the LORP area".

Sincerely,

Jeff Griffiths, Chairman  
Board of Supervisors, Inyo County



**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

17

FROM: Public Works Department

FOR THE BOARD MEETING OF: January 12, 2016

SUBJECT: Filling Vacant Airport Technician I

**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 Public Works Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- C) Approve the hiring of one Airport Technician I at Range 54 (\$3,037- \$3,693).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Airport Technician position was recently vacated by an employee who took a position with our Road Department. It is important to fill this position as soon as possible to relieve some of the workload and to improve the continuity of the department. This position is crucial to the Public Works Department, Airport Division, in assisting in the daily operations of; Bishop, and Lone Pine Airports. Currently, both Airports are being operated with one full-time staff member and one BPAR, while the employee works 3 days in the Road Department and 2 days (temporarily) at the Airport in Bishop.

**ALTERNATIVES:**

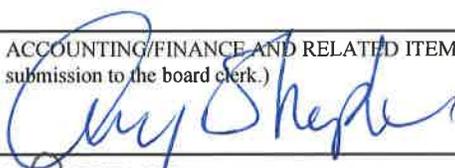
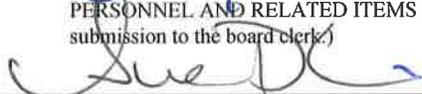
The Board could decide not to approve the request. This is not recommended, as the position is allocated, there is a demand for the services and the backlog can be anticipated to exacerbate without filling the vacancy.

**OTHER AGENCY INVOLVEMENT:**

CAO  
Personnel Department for recruitment  
Auditor

**FINANCING:**

This position is fully funded by the Bishop Airport Budget (150100) and is currently included in the FY2015-2016 Board approved budget.

<b>APPROVALS</b>	
COUNTY ADMINISTRATIVE OFFICER:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by CAO 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>12/30/15</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>✓</u> Date <u>12/30/15</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 12/30/15  
(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**  
18

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Award of contract for the Inyo County Strip and Refinish Flooring Services

**DEPARTMENTAL RECOMMENDATIONS:**

1. Award the Contract for the Inyo County Strip and Refinish Flooring Services to ServiceMaster of IWC 1525 N. Norma St, Suite A, Ridgecrest, CA 93555 in the amount of \$15,826.00
2. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; and,
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

This project will strip and refinish the flooring in the common area twice a year in the following County buildings: County Services Building 207 South Street Bishop, Ca; One Stop, 918 N. Main St. Bishop, Ca; Weed & Ag 218 Wye Rd. Bishop, Ca; Animal Shelter County & Reynolds Big Pine, Ca; Independence Courthouse, 168 N. Edwards, Independence, Ca; Museum, 155 N. Grant Street Independence, Ca; Statham Hall 138 N. Jackson St. Lone Pine, Ca; Lone Pine HHS 380 N. Mt. Whitney, Lone Pine, Ca.

On October 30, 2015 one (1) bid was received and opened by the Assistant Board Clerk. The bidders and their respective bid, are as follows: 1) Four Season Maintenance. at \$28,000; This was concerning to Public Works Personnel given the fact that in May 2015 a member of our staff did a walk through with all potential bidders, in an attempt to gather costs for budgeting purposes. The aforementioned bidder provided a quote of \$14,622.92. It was concerning to us that the bidder had nearly doubled their bid in a four (4) month period. Therefore, Public Works felt it was in the best interest of the County to go back out to bid. As a result on December 11, 2015 one (1) bid was received and opened by the Assistant Board Clerk. The bidders and their respective bid, are as follows: 1) ServiceMaster of IWV in the amount of \$15,826.00. Public Works is pleased with the latest bid and would like your board's permission to award the contract for period of December 14, 2015-June 30, 2016, with the option to renew for the period of July 1, 2016-June 30, 2017 and again on July 1, 2017-June 30, 2018, should all parties agree.

**ALTERNATIVES:**

Your Board could choose to not award the contract to ServiceMaster of IWV. This is not recommended as the bid price for the project has been deemed to be competitive by the Public Works Department.

**OTHER AGENCY INVOLVEMENT:**

County Counsel's Office for approval of the contract.  
The Auditor's Office for approval of the contract and payments to the contractor.  
The Public Works Department for contract administration.

**FINANCING:**

The project's construction funding is provided for in the County's Building and Maintenance Budget 011100, 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.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>12-29-15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>12/30/2015</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: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Shannon Williams Date: 12-30-15  
*By Denise Hayden*

**STRIP AND REFINISH COUNTY FLOORING SERVICES**

**FALL 2015**



**NOTICE TO BIDDERS**

**This entire Bid Package, which includes the following:**

**Notice Inviting Bids,  
Bid Proposal Forms,  
and**

**County of Inyo Standard Contract No. 116**

**Must be submitted in its entirety. Do not remove any pages.**

**Be sure to fully complete all forms and sign.**

**BID RESPONSES DUE BY 3:30 PM**  
**THURSDAY DECEMBER 10, 2015**

COUNTY OF INYO

**NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS FOR:  
FOR:

**STRIP AND REFINISH COUNTY FLOORING SERVICES**

**Sealed Bids** will be received at the Clerk of the Board of Supervisors Office, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526 until 3:30 p.m., Thursday, December 10, 2015, at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“STRIP AND REFINISH COUNTY FLOORING SERVICES.”**

All bids must be signed with the firm’s name and by a responsible officer or employee.

The period for which the specified Services are to be provided pursuant to this bid is from Contract Approval, through and including June 30, 2016.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Contract Forms, may only be obtained from the Inyo County Public Works Department, 168 N Edwards St., P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0202, and may be inspected at the above department.

Bid packages may also be downloaded from the County website at: [http://www.inyocounty.us/Bid\\_Packages.html](http://www.inyocounty.us/Bid_Packages.html). Please be aware that if you download the RFB from the county website, you are responsible for notifying the Public Works Department that you are an RFB recipient. Only RFB recipients known by the County will receive any addenda that are issued.

## BID PROPOSAL FORM

TO: COUNTY OF INYO  
Department of Public Works  
168 N. Edwards St., P.O. Drawer Q  
Independence, CA 93526  
(Herein called "County")

FROM: ServiceMaster of IWV  
\_\_\_\_\_  
1525 N Norma St, Suite A  
\_\_\_\_\_  
Ridgecrest, CA 93555  
\_\_\_\_\_  
(Herein called "Bidder")

### FOR: STRIP AND REFINISH COUNTY FLOORING SERVICES

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than 3:30 p.m., Thursday, December 10, 2015, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526, at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the STRIP AND REFINISH COUNTY FLOORING Services Bid, including Exhibits A, B and C hereto.

3. PRE-BID MEETING:

Potential bidders should attend a walk-through of all affected facilities scheduled to begin at 10:00 a.m. on Thursday, December 10, 2015. Contact Supervising Custodian, Frank Eaton at 760-937-1851 or [featon@inyocounty.us](mailto:featon@inyocounty.us) for more information.

4. CONTRACT DOCUMENTS:

The Notice Inviting Bids, this Bid Proposal Form, and the Agreement for the Floor Striping and Refinishing Services, County of Inyo Standard Contract No. 116, and any documents incorporated therein, including Exhibits A, B and C, hereto, are referred to

collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors or its designee. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

5. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Strip and Refinish County Flooring Services, County of Inyo Standard Contract No. 116 any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment C, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

No bidder will be allowed to claim anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

6. BID PROTEST

In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is

based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director  
County of Inyo  
Purchasing Department  
Independence, CA 93526

This Bid was received on 12-10, 20 15 at 11:31 a.m.

ATTEST: Kevin D. Carunchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By P. Gursolley  
Assistant

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

7. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachments B and C hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment C, which follows:

BID TOTAL (Flooring Striping and Refinishing Services) IN NUMBERS:

\$ 15826.00

BID TOTAL (Flooring Striping and Refinishing Services) IN WORDS:

\$ Fifteen Thousand Eight Hundred Twenty-Six Dollars

8. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

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Addenda 1, received on 12-02-15 via email

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WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

9. BIDDER'S BUSINESS INFORMATION:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, limited liability company or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, managing members or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

9.1 Bidder's Name: ServiceMaster of IWV

9.2 Address: 1525 N Norma St, Suite A  
Ridgecrest, CA Zip 93555

(The above address will be used to send notice of acceptance or request for additional information.)

9.3 Telephone 760-446-2414

9.4 Federal I.D. No. 77-0270433

9.5 Type of Business (check one):

Individual  Partnership ( ), Joint Venture ( ), Corporation ( ), Limited Liability Company ( ), Other Specify: .

Sharon Ann Girod dba ServiceMaster of IWV



## **ATTACHMENT A**

### **SCOPE OF WORK/SPECIFICATIONS**

The successful bidder who is awarded a contract shall be required to retain the Statutory California Workers' compensation coverage, general liability and auto liability.

#### **NUMBER OF LOCATIONS:**

There are nine locations located within the county for a total of 18,557 square feet that will need to be striped and refinished twice annually.

## ATTACHMENT B

### SERVICE LOCATIONS AND SQUARE FOOTAGE INFORMATION

(Note: County reserves the right to add/delete to this list, as needed, during the term of this agreement.)

Site Description	Address	Square Feet
County Services Building	207 South Street Bishop, Ca	610 Sq. Ft.
One Stop	918 N. Main Street Bishop, Ca	1,677 Sq. ft.
Weed & Ag	218 Wye Road Bishop, Ca	850 Sq. Ft
Animal Shelter	County & Reynolds Rd. Big Pine, Ca	566 Sq. Ft
Independence Courthouse	168 N. Edwards St, Independence, Ca	4,097 Sq. Ft.
Museum	155 N. Grant St, Independence, Ca	4,101 Sq. Ft
Statham Hall	138 N. Jackson, Lone Pine, Ca	4,441 Sq. Ft.
Lone Pine HHS	380 N. Mt. Whitney, Lone Pine, Ca	871 Sq. Ft.

**\*Work shall be performed twice annually. This will not be a monthly agreement.**

**ATTACHMENT C**

**SCHEDULE OF FEES  
STRIP AND REFINISH COUNTY FLOORING SERVICES**

**BID**

Lump sum amount to provide the services as further described in Exhibit A:

**Bid Total for All Sites**                      \$ 15826.00

This "Bid Total" amount is the amount to be placed in Paragraph 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The sole purpose of the "Bid Total" is to serve as a measure pursuant to which the County evaluates a particular bid in relation to other bids received.

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND ServiceMaster of IWV**  
**FOR THE PROVISION OF Strip and Refinish County Flooring SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Strip and Refinish County Flooring services of ServiceMaster of IWV of Ridgecrest, CA (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 \_\_\_\_\_, whose title is: \_\_\_\_\_. 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from December 14, 2015 to June 30, 2016 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2016 through June 30, 2017
- b. From July 1, 2017 through June 30, 2018

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

**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  
\$ 15826.00 (year 1) \$ 15826.00 (option 1) \$ 15826.00 (option 2)  
for a total of \$ 47478.00 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 on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

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

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. 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 County is to be considered an employee of Contractor. 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 four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

## **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-four (24) 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-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

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

**24. 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.

**25. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Street  
City and State

Contractor:  
ServiceMaster of IWV  
1525 N Norma St, Suite A  
Ridgecrest, CA 93555  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Street  
City and State

**26. ENTIRE AGREEMENT.**

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND ServiceMaster of IWV  
FOR THE PROVISION OF Strip and Refinish County Flooring SERVICES

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

COUNTY OF INYO

CONTRACTOR

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

By: Sharon Ann Girod  
Signature

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

Sharon Ann Girod  
Print or Type Name

Dated: 12-5-15

APPROVED AS TO FORM AND LEGALITY:

County Counsel  
Margaret Kemp-Williams

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
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** ServiceMaster of IWV

**FOR THE PROVISION OF** Strip and Refinish County Flooring **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** ServiceMaster of IWV

**FOR THE PROVISION OF** Strip and Refinish County Flooring **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND ServiceMaster of IWV**  
**FOR THE PROVISION OF Strip and Refinish County Flooring SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

**ADDENDA NO. 1**  
**TO THE INVITATION FOR BIDS FOR**  
**STRIP AND REFINISH COUNTY FLOORING SERVICES**

December 2, 2015

Revise NOTICE INVITING BIDS (NIB) page 3, as follows:

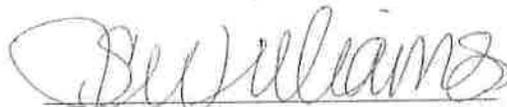
1. **Revise the date AND time of Invitation for Bid deadline to; Friday, December 11, 2015 at 4:00 p.m**

Receipt of this addendum should be acknowledged by **inserting the number and the date of receipt on page 4** of the Bid Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the plans and specifications for the project and form a part of the contract to be executed for this work. It is requested that any contractors or subcontractors that may have been given plans or specifications for this project be advised of these contract revisions.

**Please note that the bid opening location remains the same, Clerk of the Board of Supervisors Office, 224 N. Edwards St, Independence, Ca 93526. It will not be changed because of this addendum.**

Inyo County  
Department of Public Works



Shannon Williams  
Deputy Director of Public Works

December 2, 2015  
Date

**STRIP AND REFINISH COUNTY FLOORING SERVICES**

**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Strip & Refinish County Flooring Services

Bid Opening Date: 12-11-15 Location: County Admin Serv.

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Service Master of IWI	\$15,826			
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Gussellay

Present: Shannon Mullins

\_\_\_\_\_  
\_\_\_\_\_





# AGENDA REQUEST FORM

BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

19

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

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Southern California Edison (SCE) Energy Efficiency Revolving Loan Fund Policy

**DEPARTMENTAL RECOMMENDATION:**

Request the Board review and approve the Southern California Edison Energy Efficiency Revolving Loan Fund (EERLF) Policy – to be implemented only if Seed Funding can be secured – or alternatively, direct staff to prepare a report outlining why the Policy was not adopted and plans to be pursued.

**SUMMARY DISCUSSION:**

In 2013 Inyo County was selected, through a Request for Proposals process by SCE, to research opportunities for seed money and to develop policies to set up an EERLF. The establishment of an EERLF will provide the County a dedicated fund for energy efficiency projects that will, in turn, help the County save energy at its facilities resulting in overall cost savings. These savings could help to mitigate the rising costs of electricity and propane in the future. In addition to these quantitative benefits, the EERLF increases awareness of energy efficiency within the County and to the community; adds value to future County projects; and provides the opportunity for the County to demonstrate its leadership and commitment to energy conservation.

**Background**

In 2012, Inyo County completed the Cost, Energy and Service Efficiencies, Action Plan (CESEAP), which analyzed the energy efficiency of County facilities, and identified potential projects for decreasing energy use resulting in cost savings. As a next step to the CESEAP, SCE selected Inyo County to research opportunities for seed money to set up an EERLF, and to develop policies and a plan for establishing an EERLF as a means to implement, but not be limited to, the projects identified in the CESEAP. The intent of this research was to develop a policy for an EERLF which could be implemented if seed funding is identified. The Board directed staff to prepare the report and policy in a manner that if external seed funding cannot be found, the EERLF will not be implemented.

The EERLF Policy Report was developed through research of other municipal energy efficiency revolving loan funds (Attachment A: Energy Efficiency Revolving Loan Policy Report). In 2014, an Energy Efficiency Assessment and Planning Report (Attachment B: Energy Efficiency Assessment and Planning Report) was completed that includes: a case study research of EERLF type programs other jurisdictions have created; a preliminary analysis of internal resources necessary to establish and maintain an EERLF; and, an investigation of potential seed funding opportunities. The Assessment and Planning Report was reviewed by the Inyo County Financial Advisory Committee on December 3rd, 2014 who provided the following input:

- Management of an EERLF would need to be absorbed by existing staff.
- The EERLF shall not inhibit the County's ability to select projects or funding processes outside of the EERLF.
- The Goals and Policy Report should include a preliminary estimate of the amount seed funding that would be required to implement a revolving loan fund.

These comments were incorporated into the Assessment and Planning Report and subsequently included in the goals and policies of the EERLF program. The Assessment and Planning Report was presented to the Board of Supervisors on December 16th, 2014 for review and comment. The Board did not request substantial changes to the Assessment and Planning Report, but did ask that the EERLF Policy Report include additional investigation into external funding opportunities.

The EERLF Policy includes:

- Goals of the Inyo County EERLF program;
- Criteria for project selection;
- Methodology for tracking energy usage and payments;
- Methodology for estimating payback and cost savings;
- Identification of internal resources for implementing the EERLF;
- Identification of potential seed funding opportunities, and;
- An estimated range of initial seed funding needed to establish the EERLF and potential annual return.

County staff then worked to prepare the EERLF Policy Report, which was presented to the Inyo County Financial Advisory Committee on December 17, 2015, who provided the following input, with staff's responses after:

- No Seed Funding should come from loans;
  - *The Policy will only be implemented if external seed funding can be procured.*
- A more robust list of projects should be developed;
  - *Additional projects that could be considered include, but are not limited to the following: Administration Building – Independence; Road Shop – Independence; Water Department Building; and, Big Pine Legion Hall*
- The amount and types of projects the County actually has does not add up to enough savings to make the implementation of an EERLF worthwhile financially;
  - *According to the financial analysis, if adequate seed funding can be procured, the fund may become self-sustaining and offset other County costs.*
- The identified projects should only include County owned facilities, not those that are leased; and the improvements identified for the County Jail are already in progress;
  - *The list of projects has been updated to indicate which facilities are not County owned and that the work on the jail is in progress.*
- Any payback from energy savings should be available for use on 'other' county projects not just those identified for energy efficiency;
  - *The Policy incorporates this concept.*
- An EERLF is not necessary for the County to do energy efficiency projects as it already does them without it.
  - *The Policy provides another tool for the County to implement energy efficiency projects should seed funding be procured in the future.*

#### Analysis

The goal of the EERLF is to develop a self-sustaining fund to finance energy efficiency projects on County facilities that will help to reduce long-term operating costs to the County, educate County employees about energy efficiency, deliver education and outreach to the community about energy efficiency, and to meet the

goals of the County's existing Energy Conservation Policy, which sets a target to reduce energy usage 5% to 10%.

As energy savings from projects implemented under the EERLF reduce costs to the County, those cost savings may be reinvested into the EERLF to replenish the fund and be available for additional energy efficiency projects. Considerations for project eligibility include, but are not limited to: estimated energy savings and payback periods, availability of other funding sources, necessity to meet regulatory requirements, contribution to larger projects, and opportunities for community education.

Management and oversight of the EERLF program would be absorbed by existing Public Works staff, who would be responsible for identifying potential projects, establishing baseline energy use to benchmark potential energy savings, project implementation, and tracking the energy and cost savings. The Auditor's staff would assist with tracking fund usage and replenishment.

Research into potential seed funding sources identified several low-interest loan and rebate incentive programs offered through SCE and the Los Angeles Department of Water and Power. One grant program was identified through the Rural Energy for America Program (REAP). REAP also provides grants and loan guarantees for new construction and energy efficient equipment, the savings from which could be used to capitalize the EERLF program.

Planning and Public Works staff worked together to identify the estimated cost to implement the energy efficiency projects identified in the 2012 CESEAP, and found that an initial seed funding amount of approximately \$50,000 would allow for implementation of one of the project opportunities identified in the CESEAP; however, the fund would be completely exhausted after implementation of the one project, and no further investments could be made until the fund was repaid. Staff also found that an initial seed funding amount of approximately \$172,000 would allow for the implementation of the projects identified in the CESEAP with the best cost-to-payback ratio and highest net present value through the EERLF. This would result in an estimated \$28,000 in cost savings that could be reinvested in the EERLF annually to finance future projects.

The project contract requires that the EERLF be submitted to your Board for Adoption. If your Board chooses not to adopt the EERLF staff is required to prepare a report stating why and include alternative plans the County has for energy reduction at its facilities.

**CAO RECOMMENDATION:**

**ALTERNATIVES:**

- The Board could not approve the EERLF Policy Report. If this alternative is selected, the contract with SCE specifies that a report outlining why the Policy was not adopted and plans to be pursued. Staff recommends that the Board provide input regarding why it to assist with developing such a report.
  - The Board could direct changes to the EERLF Policy prior to approval.

**OTHER AGENCY INVOLVEMENT:**

Southern California Edison

**FINANCING:**

The Energy Efficiency Revolving Loan Fund Assessment and Planning Report is funded by Southern California Edison. The EERLF will provide for cost-savings to the County over time, and will not be implemented until seed money is acquired to begin funding.

<b><u>APPROVALS</u></b>	
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: _____ 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: _____ Date _____
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>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 1/6/14

**Attachments:**

- Energy Efficiency Revolving Loan Policy Report
- Assessment and Planning Report

Attachment A: Energy Efficiency Revolving Loan Policy Report

# **Draft Energy Efficiency Revolving Loan Fund Policy Report**

## **Draft Report**

### **Strategic Plan Task 3.2.3**

Funded by  
Southern California Edison Company  
Local Government Strategic Plan Strategies Program

2014 – 2015 Program Period  
under the auspices of the California Public Utilities Commission

Prepared for:

Inyo County, California  
PO Drawer L  
Independence, CA 93526

Prepared by:  
Salas O'Brien  
305 South 11<sup>th</sup> Street  
San Jose, CA 95112, and

The Inyo County Planning Department  
PO Drawer L  
Independence, CA 93526

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# Table of Contents

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1.	Energy Efficiency Revolving Loan Fund Purpose.....	3
1.1	Program Benefits.....	3
1.1.1	Energy Efficiency Revolving Loan Fund Implementation Steps.....	3
1.1.2	Energy Efficiency Revolving Loan Fund Initial Project Selection .....	4
2.	Overview of the Energy Efficiency Revolving Loan Fund .....	5
2.1	Goals of the Energy Efficiency Revolving Loan Fund.....	6
2.2	Eligible Projects .....	7
2.3	Allocation of Funds and Management Roles.....	7
2.3.1	Management of the Energy Efficiency Revolving Loan Fund.....	8
2.3.2	Stakeholder Engagement.....	8
2.3.3	Community Awareness .....	8
3.	Accounting.....	9
3.1	Repayment Structure.....	9
3.2	Administrative Costs.....	10
3.3	Dedicated vs. Non-Dedicated Funds .....	10
3.4	Tracking Savings .....	10
4.	Project Guidelines.....	11
4.1	Project Selection Criteria .....	11
4.1.1	Estimated Cost Savings .....	12
4.1.2	Payback Period.....	12
4.1.3	Cost of Project Implementation .....	13
4.1.4	Availability of Other Funding Sources.....	13
4.1.5	Visibility and Opportunities for Public Education.....	14
4.1.6	Necessity to Meet Regulatory Requirements.....	14
4.1.7	Project is Part of a Larger Project.....	14
4.1.8	Replicability.....	14
4.2	Types of Costs.....	14
4.3	Project Selection.....	15
4.3.1	Project Review and Selection.....	15
4.3.2	Project Analysis Matrix.....	16
4.4	Energy Efficiency Revolving Loan Fund Performance Reporting .....	17
5.	Initial Funding .....	18
5.1	Source of Initial Funds .....	18

---

# Table of Contents

---

5.2	Initial Funding Amount .....	21
5.3	Potential Future Projects.....	22
5.4	Estimated Seed Funding Required .....	23

## List of Figures

Figure 1: Overview of Energy Efficiency Revolving Loan Fund .....	6
Figure 2: Energy Use and Cost Tracking Tool.....	11
Figure 3: Energy Efficiency Project Selection Matrix .....	17

## **1. Energy Efficiency Revolving Loan Fund Purpose**

The County of Inyo is considering establishing an Energy Efficiency Revolving Loan Fund (EERLF) to support energy saving improvements on County facilities. The EERLF is designed to pay for itself over time, and if successful, the EERLF could become a permanent source of funding for environmental improvements for the County of Inyo and a source of resource savings. The program is intended to become self-sustaining as energy savings from projects implemented under the EERLF reduce costs to the County, and cost savings are reinvested in the EERLF to replenish the fund. This document lays out the general guidelines for the EERLF, including the EERLF goals and purpose, administration, tracking, project selection criteria, and reporting. This document also defines the organizational structure of the EERLF and the responsibilities for implementation, provides an overview of the accounting system, and defines preliminary requirements for eligible projects.

The EERLF Policy Report was developed from various related resources and compiled by the Inyo County Planning Department through a project funded by Southern California Edison.

### **1.1 Program Benefits**

In addition to the measured energy and financial savings achieved through the revolving fund mechanism there are many other valuable qualitative benefits:

- Elevated awareness of energy management will increase staff skills and improved identification of additional opportunities for resource savings.
- Review and identification of projects by County departments can contribute significant value to other County projects.
- This fund provides a stream of funding to incentivize Inyo County to embrace energy efficiency and cost savings.
- Reduces internal competition for other essential County priorities by establishing self-sustaining funds specifically for energy efficiency projects.
- The creation of a Revolving Energy Fund provides an opportunity for Inyo County to demonstrate its leadership and commitment to energy conservation.

#### **1.1.1 Energy Efficiency Revolving Loan Fund Implementation Steps**

There are several steps that will need to be taken to launch the EERLF. At present, the Planning Department, the Public Works Department and the Auditor's Office have been involved in the development of these guidelines and have reviewed the mechanisms and methods for fund management; however, other department heads should be introduced to the program so they know what it is and how it benefits the County. Prior to the implementation of the Revolving Loan Fund Program, two requirements must be met: 1) External seed funding will be identified and secured, and; 2) Baseline energy usage will be determined and monitored at all County owned facilities, both in terms of actual energy use and energy costs in order to identify

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

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future opportunities for energy efficiency projects and to track energy savings post-project implementation.

Once the fund is capitalized, Public Works staff will be trained to manage the fund, including methods for analyzing potential projects, overseeing implementation of energy saving projects, establishing baseline energy use and utility bills for Inyo County facilities, tracking energy and costs savings, and reporting on outcomes. Staff in the Auditor's office will also be trained to understand how energy cost savings are tracked and applied to repaying the internal fund. The County may choose to have a portion of the energy cost savings go directly to the General Fund until the EERLF is repaid, which will also be overseen the Auditor's office.

## 1.1.2 Energy Efficiency Revolving Loan Fund Initial Project Selection

In 2012, the Inyo County Board of Supervisors approved the Cost, Energy and Services Efficiencies Action Plan (CESEAP) (see Appendix B: CESEAP), which establishes a long-range plan for energy efficiency in Inyo County, a baseline energy usage for County facilities over 4,500 square feet, and identifies energy issues for certain County facilities.

The CESEAP also:

- Identifies the County's reduction goals and milestones.
- Provides policies and procedures the County can implement to assist in reducing energy.
- Offers strategies the County can use to assist in achieving energy reduction goals.
- Serves as an educational tool that can be used by other organizations.
- Displays the highest users (facilities) that the County can target for energy efficiency and the lowest users (facilities) to learn from, and encourage continued success.
- Presents potential funding mechanisms to complete energy efficiency projects.

The CESEAP can serve as a guiding document for identifying projects for the EERLF, but the EERLF can also provide funding for projects identified outside of the CESEAP. In addition to the CESEAP, the Public Works Department can develop a list of projects to be included in the EERLF program for consideration by the Board of Supervisors as part of the annual budget process. The EERLF shall not limit the County's ability to invest in project opportunities outside of the CESEAP or EERLF.

Inyo County should seek to fund a balanced portfolio of larger projects and "low hanging fruit," for early projects, so that immediate benefits and returns can be experienced, while still being able to fund larger projects that may have a longer payback period. Having an established record of success through early projects will ensure that the EERLF demonstrates positive benefits in later years. Making too many long-term loans could slow down the revolving mechanism and limit the ability to fund future projects.

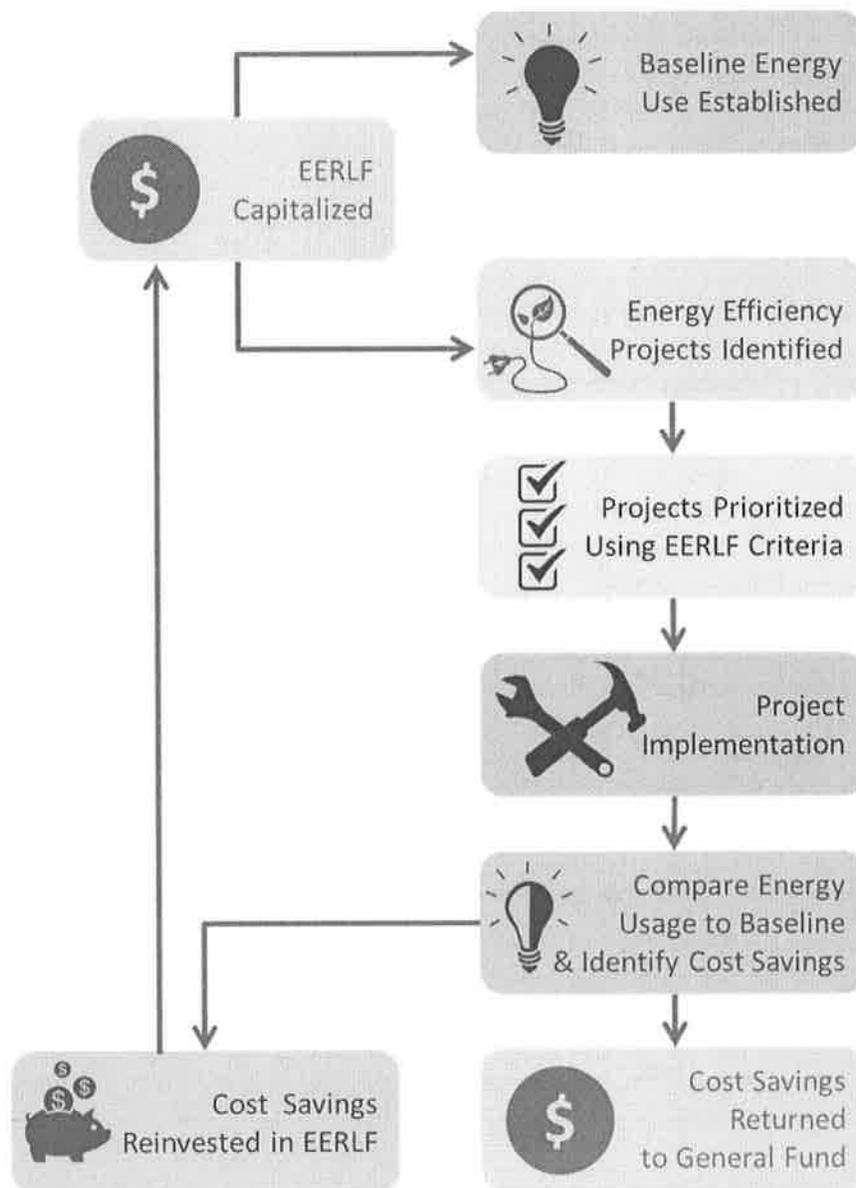
Once Inyo County has captured many of the lowest cost and easiest efficiency gains, it may be necessary to modify the EERLF to accommodate larger and more complex projects.

## **2. Overview of the Energy Efficiency Revolving Loan Fund**

A revolving fund is a pool of money that is “loaned” out internally and repaid through energy savings. The most basic elements of the fund are its initial seed amount and the repayment mechanism, which defines how savings are credited to the fund for future reinvestment.

The EERLF will not be implemented until sufficient seed funding is identified and secured to establish a self-sustaining fund. Once seed funding is identified for implementing the EERLF, the EERLF will provide internal loans to invest to partially or fully fund energy efficiency projects identified by the Public Works department, with the approval of the County Administrator and Board of Supervisors. Smaller projects could be approved through the regular budgeting process. Actual energy savings will be returned to replenish the fund. Energy and cost savings will be documented by the Public Works Department, and if the EERLF demonstrates its value, additional investments in energy efficiency can be identified, which will continue to replenish the fund. The EERLF should become self-sustaining, and will contribute to reduced costs for the County on an on-going basis.

**Figure 1: Overview of Energy Efficiency Revolving Loan Fund**



## **2.1 Goals of the Energy Efficiency Revolving Loan Fund**

The overall goal of the EERLF is to achieve long-term cost and energy savings for the County and to establish a financial investment source for energy conservation or use reduction projects; however there are several other goals for consideration in establishing an EERLF, such as:

- Reducing long-term operating costs for the County
- Using the EERLF to educate County employees about energy and climate cost-savings

## **Draft Energy Efficiency Revolving Loan Fund Program Policy Report**

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- Delivering education and outreach to the community focusing on energy efficiency
- Using an EERLF to finance innovative projects that would traditionally be unfunded
- Meeting the goals of the County's existing Energy Conservation Policy, which sets a target to reduce energy usage 5% to 10%

Although dedicating funds to the EERLF will initially limit the County's flexibility to allocate monies to other projects, the long-term benefit to the County is capturing on-going cost savings realized by investing in projects that save energy. Cost savings captured through implementation of energy efficiency projects will become increasingly important as the cost of energy increases in the future.

### **2.2 Eligible Projects**

The EERLF will support a range of projects that deliver improved energy efficiency to County operations. The savings realized by the funding will be directed back into the fund to ensure money will be available for future projects. The principle metric of fund performance will be measurable cost and actual energy savings. Other intangible benefits will also be considered in selecting projects to be funded through the EERLF. Project selection criteria are described more fully later in this document.

The EERLF may be used to modify existing facilities as well as fund improved infrastructure in new construction projects. The EERLF shall not prohibit the County from making investments in other energy efficiency projects that are not funded through the EERLF.

### **2.3 Allocation of Funds and Management Roles**

The Public Works Department will take the lead in implementing the EERLF through identifying feasible projects and managing them through completion. The Public Works Department will be primarily responsible for identifying potential projects to be funded through the EERLF and for managing projects that utilize the EERLF. Projects can be partially or fully funded through the EERLF on a case-by-case basis and as appropriate. The Public Works Department will also be responsible for tracking cost and energy savings for projects funded through the EERLF, and will track outcomes and report on impacts. Prior to establishing the fund and project implementation, the Public Works Department shall secure project approval from the Board of Supervisors.

Over time, the Public Works Department will continue to identify and implement projects, report on outcomes demonstrating the performance of the EERLF and its benefits in terms of fiscal benefits and energy savings.

### **2.3.1 Management of the Energy Efficiency Revolving Loan Fund**

As discussed above, the Public Works Department will be primarily responsible for identifying and managing projects funded through the EERLF. Energy efficiency projects may be implemented by internal staff or outside contractors, as the project needs dictate. The Public Works Department will designate a staff person as the “Fund Manager” who has primary responsibility for fund administration on a project by project basis. Staff will be responsible for:

- Project identification and implementation – inventory of possible projects in the County, determining projects for implementation, selection of equipment or contractors, supervision of implementation.
- Energy analysis – review of energy use, energy costs, actual energy savings, and project performance against estimated outcomes
- Bill analysis – review of energy/propane bills to track energy impacts and identify opportunities
- Reporting – sharing outcomes internally and externally
- Budgeting – developing annual budgets

### **2.3.2 Stakeholder Engagement**

To support the EERLF’s successful implementation, the fund manager will make efforts to engage relevant stakeholders. Key stakeholders include the Board of Supervisors, the County Administrative Officer, the Auditor’s office, and the Public Works Department. Each of these departments should be aware of the EERLF and mechanisms for their input on projects and evaluations should be developed as needed. Other County departments should be consulted with to identify project opportunities and priority needs.

As savings accrue, the fund manager will ensure that departments in which these savings are occurring are made aware of the impact these projects are having and will highlight the fact that long-term energy savings are a benefit to the department whose operating budgets are lowered, as well as to the County budget as a whole. It is particularly important to track energy savings and demonstrate to stakeholders cost savings from investing in energy efficiency projects in comparison to what energy costs would have been in the absence of the projects. This is important component to the EERLF implementation for stakeholders to see how upfront investments in energy efficiency save the County money over the long term.

### **2.3.3 Community Awareness**

The support of the community at large is essential to the long-term success of implementing energy efficiency projects. The fund manager should publicize the EERLF’s performance and outcomes as a way of letting Inyo County citizens know their resources are being used wisely and that the County is working hard to reduce costs and operate efficiently. Community outreach efforts may include press releases and regular updates on projects and energy

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

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savings can be posted on the County's energy efficiency website currently accessible through the Inyo County Planning Department website.

## 3. Accounting

### 3.1 Repayment Structure

The repayment structure will establish how the recipient of an EERLF funded project is charged to repay the fund. It is important to note that the repayment process is not a literal repayment. The Public Works Department will select projects for implementation, track and manage energy savings, and provide oversight of the EERLF. The Public Works department, with oversight from the Auditor's department, will also track energy savings, both in terms of actual energy savings and cost savings, to determine the amount of savings that will be reinvested in the fund as "repayment". The two primary considerations in structuring the repayment terms are the term length of the repayment and savings amount.

As energy efficiency projects generate savings, the revenue will be reinvested back into the fund. The repayment term determinates how long the funds will accrue back to the EERLF and ideally the repayment term will allow the fund to be replenished and grow. There are generally two methods of defining the repayments terms: the County can choose to track the repayment of project costs until the original fund investment is repaid through resources savings, or alternately, the County can chose to define a repayment period based on a set number of years. The repayment method will be determined based on the project cost, the portion of project implementation funding by the EERLF, and estimated cost savings resulting from project implementation.

The percentage of savings reinvested in the fund can vary, but should be sufficient to allow the fund to grow and be available for other energy efficiency projects. The County may choose to reinvest over 100% of resource savings back into the fund in order to ensure the fund is able to grow. Another method of defining the repayment terms is to reinvest 100% of cost savings back into the fund, and then taper the percentage of cost savings reinvested in the fund over time by shifting the balance of savings to the general fund (e.g. 100% of savings are reinvested for the first two years, 75% for the next two years, and then 50% until the project costs are repaid). However, in order for the fund to be self-sustaining, it may be necessary to always have a portion of cost savings payback into the fund for larger and more expensive projects so that no single project drains the fund completely.

The County should also determine where the cost savings are annually allocated. Generally, a municipality will allocate a portion of savings to the revolving loan fund and the remainder to the general fund or the department where the project was implemented. Often at least 50% of the resource savings are returned to the EERLF during the repayment period, though sometimes 100% of the resource savings are reallocated to the fund. Allocating a percentage of savings to the general fund encourages support for conservation efforts because the benefits to department or County-wide budgets can be seen sooner. The Public Works Department could also choose to credit cost savings against to the Departments' utility bills, however this also slows the pace of fund growth and makes it harder to implement future projects.

### **3.2 Administrative Costs**

Administration of the EERLF, including tracking cost and energy savings, and project selection, will be absorbed by existing Public Works Department staff. Depending on the size of the fund and the complexity of implemented projects, it can take significant staff time to administer a fund. To effectively manage the EERLF, administrative costs should be funded through the fund to the greatest extent possible. These costs should be tracked to assist in determining the long-term effectiveness and performance of the EERLF.

### **3.3 Dedicated vs. Non-Dedicated Funds**

A system that permanently commits part of the revenue from resource savings into a dedicated revolving fund allows staff to put less of their time and resources into justifying and gaining support for the program and more into developing additional projects. This makes the fund itself more resilient, and as a result, more capable of bringing in additional revenue for the County and achieving greater savings and environmental benefits. Many municipalities have also established revolving loan funds as a line item in the budget requiring annual approval.

### **3.4 Tracking Savings**

At present, Inyo County Departments do not consistently track energy consumption. The 2012 CESEAP established baseline energy usage for each Inyo County facility, and as part of that process, set up an online Energy Star Portfolio Manager account to measure and track electricity and gas usage. This database has not been regularly updated, however, and as a result, no longer represents current baseline energy consumption information. Establishing a current baseline and a regular tracking mechanism is essential for establishing and maintaining an EERLF.

In order to efficiently identify project opportunities and to track outcomes, Public Works staff should track and review energy consumption for all departments across the County. By tracking energy use across all facilities, the Public Works Department will be able to identify project opportunities and establish baseline energy usage to use tracking outcomes of energy efficiency projects. Inyo County maintains an Energy Star Portfolio Tracking account, which tracks energy usage and savings for Inyo County Facilities, which can be used to track utility invoices and energy use.

The Fund Manager will track utility invoices, and energy use (in both kilowatt hours (kWh) and gas energy (therms)). Energy use will be compared to the baseline year on a month to month comparison in order to minimize energy savings associated with seasonal fluctuations to the greatest extent possible in order to identify actual energy savings and cost savings. Cost savings identified through utility bill tracking and analysis will be reallocated to the EERLF.

Inyo County has developed a tracking tool to track energy use, energy cost, and payback into the EERLF (see example in Figure 1: Energy Use and Cost Tracking Tool and Appendix A: Energy Use and Cost Tracking Tool). The tracking tool will be used to track and compare energy used in kilowatt hours (kWh), thermal units (therms), and the cost of electric and gas energy to an established base year for a project implemented through the EERLF. By tracking

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

actual energy use and cost against the base year, the County will be able to track energy savings which will be used to replenish the EERLF.

**Figure 2: Energy Use and Cost Tracking Tool<sup>1</sup>**

Current Payments after Project Implementation				Energy and Cost Savings due to Project Implementation					
Electricity		Gas		Electric energy saved (kWh)	Electric cost savings (\$)	Gas Energy Saved (therms)	Gas cost savings (\$)	Total \$ Saved by energy project/ month	Total \$ Saved by energy proj/ year
Energy Used (kWh)	Energy Cost (\$)	Energy Used (Therms)	Energy Cost (\$)						
60000	\$6,000.00	6000	\$1,860.00	16500	\$1,650.00	1650	\$511.50	\$2,161.50	
60000	\$6,000.00	6000	\$1,860.00	17000	\$1,800.00	1700	\$558.00	\$2,358.00	
55000	\$5,500.00	5000	\$1,550.00	21000	\$1,900.00	2600	\$744.00	\$2,644.00	

## 4. Project Guidelines

### 4.1 Project Selection Criteria

The EERLF is intended to support a wide range of energy efficiency projects for Inyo County. Establishment of the EERLF should not limit Inyo County’s ability to invest in and implement projects outside of the EERLF. As such, there is not a fixed set of eligible project types. At a minimum, the EERLF is intended to provide funding for energy efficiency projects that are estimated to have a sufficient rate of return to replenish the fund.

In addition to quantitative benefits, such as cost and energy savings, projects implemented through EERLF will realize qualitative benefits as well, such as community education about energy efficiency, and improving the environment for facility occupants. In considering projects that are eligible for funding through the EERLF, the Public Works Department will also consider the project selection criteria described below to help inform priority projects for funding:

- Alignment with EERLF goals
- Estimated energy cost savings
- Payback period
- Cost of project implementation
- Availability of other funding sources, rebates or incentives
- Visibility / opportunity for community education
- Necessity to meet regulatory requirements
- Whether project is part of a larger project

<sup>1</sup> The energy usage, energy costs, and potential savings information presented in Table 2 is example data to illustrate how an energy tracking tool could be used to track energy savings, and do not represent actual energy usage or cost information.

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

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- Replicability

In addition, Inyo County will also consider priority project types to address particular goals for the year, such as the availability of state or federal match funds to pursue specific projects.

## 4.1.1 Estimated Cost Savings

The major function of investment analysis is to determine which projects have greater benefits than costs. The cost-benefit method for evaluating project alternatives can range from simple to sophisticated. Three primary cost-benefit methods are: simple payback analysis, internal rate of return (IRR), and net present value (NPV). Simple payback analysis is a method by which a project's total cost is divided by the energy-cost savings accruing to it in the first year after it has begun. A simple payback calculation provides a rough initial estimate of the time needed to recover the initial investment. IRR is a method that evaluates the profitability of capital expenditures over their useful lives. IRR essentially gives an annualized rate of return for an investment based on life-cycle payments. NPV takes into account life-cycle cash flows and the time value of money.

All three methods can be used for fiscal performance criteria. Simple payback analysis and estimated IRR can be used to rank projects for consideration, while NPV is a more appropriate analysis for determining whether to pursue a particular project; however the choice of method depends on the Public Works Department's and Auditor's Office preferences.

## 4.1.2 Payback Period

Since energy efficiency projects must often compete with the immediate services the public expects from municipalities, projects that have longer-term paybacks may not be a priority for funding, therefore, important opportunities for energy reductions are often missed. It is important that projects provide savings that can be credited to the EERLF. It is also important to be able to pursue energy efficiency improvements that may have limited direct savings. Too often the emphasis is on short paybacks on energy efficiency projects. This may provide a "high" return on investment, but this approach does not always capture all of the potential savings available through energy retrofits. Additionally, it may preclude important projects with limited savings.

To manage this balance, Inyo County may consider evaluating EERLF performance in terms of overall portfolio performance, rather than solely on performance of individual projects. If the County were to evaluate on a project by project basis, rather than on a portfolio of projects, then projects with quick paybacks would get funded, limiting the opportunities to finance projects with longer paybacks. The Public Works Department, in collaboration with the County Administrator's office, can define a portfolio of projects that will achieve a reasonable overall return on investment. The sum of savings for the portfolio of projects is more likely to attain the threshold for payback.

## **Draft Energy Efficiency Revolving Loan Fund Program Policy Report**

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The 2012 CESEAP Advance Program Code Policy 1 provided that the acceptable payback period for energy efficiency projects in Inyo County is about 10 years, which assumes that annual cost savings due to the project are about 10%.

### **4.1.3 Cost of Project Implementation**

The EERLF is intended to be a stand-alone, self-sustaining fund, so it is important that the cost of implementing any project considered for funding through the EERLF not exhaust the funding available through the EERLF. In addition, a higher cost-benefit ratio is preferable for sustaining the EERLF. Inyo County should identify an inventory of “low-hanging fruit” projects that have relatively low costs of implementation with higher estimated energy and cost savings in order to establish the fund prior to considering more complex, higher cost projects. A portfolio of low-cost, high-return projects will be necessary to establish repayment revenue early on, since more costly projects will have longer payback periods requiring more funding.

Cost to consider as part of project implementation may include:

- **Planning and Management:** Project management costs, consulting fees, design and engineering, monitoring and verifying results.
- **Capital Acquisition and Financing:** Material and procurement costs, financing costs, inflation and utility factors, tax effects.
- **Installation and Commissioning:** Installation labor, building tune-ups, revised load projections, commissioning.
- **Operations and Maintenance:** Fuel and power costs, maintenance costs and supplies, waste disposal costs, staff training.

### **4.1.4 Availability of Other Funding Sources**

It is possible that some projects may have funding available for implementation through other sources, such as Federal or State grants, or other financing mechanisms. The EERLF can be leveraged as a strategic energy savings plan in order to identify and obtain additional external funding to implement projects specific energy savings projects. The EERLF should not prohibit the implementation of any energy efficiency projects that have identified financing mechanisms outside the EERLF, rather the EERLF should be preserved to make investments in projects that are unlikely to be funded through other means.

In some instances, a facility improvement project may be funded through grants or other financing mechanisms, and the EERLF may provide funding for the incremental energy efficiency components that would not otherwise have funding and would be excluded from the project. Inyo County should also consider if an energy efficiency project would be eligible for a rebate that could off-set cost or increase the NPV of the project.

#### **4.1.5 Visibility and Opportunities for Public Education**

As described above, EERLF project selection criteria should consider both quantitative and qualitative criteria. In addition to the quantitative benefits of energy and costs savings, the EERLF also provides Inyo County with any opportunity to be a leader in demonstrating energy efficiency in its facilities. In selecting projects for the EERLF, consideration should be given to the visibility the project will have and efforts should be made to leverage the project to educate the public about energy efficiency.

#### **4.1.6 Necessity to Meet Regulatory Requirements**

State and federal regulations have increasingly strict energy efficiency requirements for municipal facilities. Priority should be given to projects that are necessary to meet state and federal energy efficiency mandates, particularly for those projects that do not have access to other funding mechanisms.

#### **4.1.7 Project is Part of a Larger Project**

The EERLF should also be considered as a funding source for providing for energy efficiency improvements as a component of facility improvement projects where otherwise funding would not be available for energy upgrades.

#### **4.1.8 Replicability**

Funds distributed through the EERLF can maximize their impact in energy savings and overall efficiency by being invested in successful projects that can be replicated in other facilities and departments.

### **4.2 Types of Costs**

The EERLF is intended to fund projects that will have direct and measurable energy savings for the County. As such, project funds should only be used for costs directly related to implementation of energy efficiency projects.

Where the project represents an additional benefit to municipal operations the EERLF may pay for

- Project costs including hard costs and soft costs, such as:
  - Building materials
  - Doors, windows, and skylights
  - Mechanical systems and components including HVAC and hot water

## **Draft Energy Efficiency Revolving Loan Fund Program Policy Report**

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- Electrical systems and components including lighting and energy management systems
- Renewable energy systems such as wind and solar
- Labor necessary for the construction or installation of the energy efficiency project
- Design and planning of the energy efficiency project
- Project administration
- Energy audits that identify measures that are included in the energy efficiency project
- Commissioning, inspections or certifications necessary for implementing the energy efficiency project

Where a project is already planned but there are additional benefits that can be implemented with additional funds the EERLF will pay for incremental costs to cover the cost difference between the purchase of an energy efficient item over a similar purchase that lacks the energy efficiency benefits (e.g., EnergyStar, equipment, etc.).

The costs of a construction or renovation project that are not directly related to energy efficiency measures are not eligible for financing from the EERLF.

### **4.3 Project Selection**

The Public Works Department will be responsible identifying suitable projects to be included in and funding by the EERLF. In order to the identify suitable projects for the EERLF, the EERLF project manager will analyze the project criteria described above, including financial analysis of the project, estimated costs to implement the project, projections of energy savings, estimated payback period, and consideration of qualitative benefits such as public education, and improvements in the quality of the workplace environment.

#### **4.3.1 Project Review and Selection**

The Public Works Department will be responsible for identifying projects and analyzing their suitability for the EERFL according the project selection criteria described above. In lieu of a project application, the EERLF fund manager will use a matrix to analyze and compare project criteria, including estimated cost savings, NPV, IRR, and estimated project payback. The fund will only be used for projects that can demonstrate payback thresholds. However, the County may consider analyzing projects as a portfolio in order to realize project selection thresholds. Project selection will be based on the time to realize the savings. Projects with the quickest payback will be considered before projects with longer payback periods. In addition, the fund manager will also consider intangible project benefits, such as community education, replicability, and facility improvements.

### **4.3.2 Project Analysis Matrix**

As described above, the Public Works Department will be responsible for identifying and analyzing potential projects to be funded through the EERLF. To assist with project analysis, the Fund Manager can use a scoring matrix to determine if projects meet the necessary thresholds for the project selection criteria described above. The project analysis matrix can also be used to compare project alternatives to determine which project is better suited for the EERLF.

The EERLF Fund Manager can use the project analysis matrix to rate a project's strengths for certain project selection criteria (see Figure 2: Energy Project Decision Matrix). At a minimum, the EERLF Fund Manager will need to estimate total energy cost savings, the cost of project implementation, estimated payback, the projects NPV and the IRR. As discussed previously, the EERLF Manager may also wish to include other factors in determining a project's suitability for the EERLF, such as public education and project visibility, whether the project is part of a larger project, and the availability of other funding sources. Quantitative benefits, such as project payback would be weighted higher than qualitative benefits, and projects with highest score would considered for funding the EERLF.



## **Draft Energy Efficiency Revolving Loan Fund Program Policy Report**

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Conditions may include: actual energy costs per kWh/therm, weather, occupancy, and other metrics that are available.

- Public Works will maintain a list of all completed energy projects and their associated savings. The projects are analyzed based on life-cycle costing and are evaluated based on simple payback, net present value and internal rate of return. In addition to an ongoing record of projects, annually Public Works will prepare a budget that illustrates already active projects and planned projects along with their associated costs. This budget is the basis of funding for the program and should demonstrate within a few years a net positive return to the fund, and a "zero" cost for the EERLF.

As projects exceed their estimated lifespan, reported savings are updated accordingly. Further, if a project is taken off line or in any other way stops delivering the anticipated savings, the savings estimates will be adjusted accordingly.

EERLF impacts will be generated by taking into account the "before" and "after" conditions of a project (energy use, energy costs, etc.). In general, energy savings will be tracked using utility bills and energy usage reports. Wherever possible, verification of outcomes should be documented using monitoring equipment. If estimates are required because energy savings cannot be explicitly tracked for projects, assumptions and sources will be included in tracking energy savings. The County Auditor will periodically review savings reports generated by Public Works.

The cost savings identified will be used to replenish the EERLF. Once the internal loan for the project has been satisfied, all subsequent cost savings associate with the energy efficiency project can accrue to the County General Fund from that point forward.

## **5. Initial Funding**

### **5.1 Source of Initial Funds**

Implementation of the EERLF will be based on funding availability. Depending on whether seed funding is identified for implementation of a specific project or to establish a revolving loan fund, the funding should be placed into a separate trust that is apart from other department budgets, particularly those that deal with facility maintenance and energy costs. This is done to ensure efficient accounting, and to protect the EERLF, which may be vulnerable to being utilized when more pressing operation budget needs arise.

There are several financing structures that can be utilized for implement the EERLF. Financing sources used by other municipalities have included grants, incentives, utility rebates, bonds, maintaining an expired budget line item, capital improvement projects, overcharge funds, special legislation, and the annual budget. Inyo County has specified that the EERLF shall be funded through external seed funding such as grants, incentives or utility rebates, or a combination thereof. Other potential funding sources can include capitalizing on existing energy savings and other cost reductions, a treasury loan, private foundation grants, sale of unused

## Draft Energy Efficiency Revolving Loan Fund Program Policy Report

County assets or real estate, and partnership with private institutions. The following table summarizes the initial funding sources used in other municipalities' revolving loan funds:

Revolving Loan Fund	Initial Funding Source Description
Alameda County Designated Energy Fund	<p>The county's seed money was initially funded through two sources:</p> <ol style="list-style-type: none"> <li>1. The first source was from an Energy "rebates" Fund. The county set up a "bucket" for any rebates that come in for a project. This was initially started through a demand-side energy savings program with PG&amp;E.</li> <li>2. The second source was from utility surcharges. The County adopted a utility surcharge on utility bills for each county. Alameda County's General Services Agency (GSA) - an internal service fund agency - receives and pays all the utility bills in county facilities. The GSA collects a surcharge on all County utility bills as well.</li> </ol>
City of San Jose Energy Fund	<p>Seed money for this Revolving Loan Fund came from a large rebate incentive check from PG&amp;E. This \$200,000 PG&amp;E incentive check came from a city-wide traffic signal LED retrofit project. The actual incentive was \$300,000 but \$200,000 of the incentive went to establishing the energy officer position. Other various city funds provided additional \$60,000 for energy projects.</p>
City of Ann Arbor Municipal Energy Fund	<p>The Revolving Loan Fund was originally financed by re-investing the funds saved through energy efficiency measures into new energy savings projects. In 1988 the City utilized its municipal bonding authority to fund a \$1.4 million project. This bond enabled the city to implement energy efficiency measures in 30 County facilities. Ten years later the bond was paid off and Energy Bond Payments of over \$200,000/year had been included in the annual City budget for each of those ten years. The Energy Commission proposed that rather than discontinue that budget item, reduce it to \$100,000. The reduced amount was used to finance the Municipal Energy Fund. The \$100,000 dollar annual budget was discontinued in 2003-2004 (Fiscal Year) and now the Fund is now relying on payments from past projects to finance new projects.</p>
Kane County Revolving Loan Fund for Energy	<p>This county was awarded a \$2,469,100 Energy Efficiency Conservation Block Grant (EECBD) from the Department of Energy (DOE) as part of the American Recovery and Reinvestment Act. This program is no longer active.</p>

## Draft Energy Efficiency Revolving Loan Fund Program Policy Report

<p>El Cerrito Energy and Water Efficiency Program</p>	<p>The EWEP received grants from the Air District and the Federal Energy Efficiency Block Grant (\$125,000) program to help develop a dedicated fund. The first year seed fund was used to match ABAG Energy Watch lighting retrofit rebates at the City's highest energy use buildings. The project required a City investment of \$10,000 and resulted in \$9,000 of annual savings. The EWEP is included in the City's Capital Improvement Program and is approved each year as a part of the annual budget process. By leveraging EWEP funds with other grants and rebates the City has been able to attract hundreds of thousands of dollars in additional funding, including a \$500,000 EPA Climate Showcase Communities grant in partnership with neighboring communities.</p>
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The State of California offers low interest loans (1%) to municipalities for implementing loan funds, but does not currently make energy efficiency grants available. The federal government had previously provided Energy Efficiency and Conservation Block Grants as a program under the American Reinvestment and Recovery Act; however, this program has sunset. There do not appear to be additional grant opportunities at the federal and state level to establish a seed fund for the EERLF at this time; however, the County could investigate leveraging rebates and incentives provided by SCE and LADWP in partnership with other energy efficiency projects the County implements to establish a revolving loan fund. The table below includes potential loan and incentive funding sources that are available through the California Energy Commission and local energy providers.

Funding Source	Type of Funding	Description
California Energy Commission Energy Efficiency Financing Program	Low interest loan	1% Loans for municipal energy projects: The loan can fund 100% of the project cost within a 17 year (maximum) simple payback. The loan must be repaid from energy savings (including principal and interest) within a maximum of 20 years.
SCE On-Bill Financing	Low interest Loan	0%, no-fees loan program for energy efficiency projects. The program offers zero-interest loans for the installation of qualified energy efficiency equipment.
SCE Express Solutions and Customized Solutions	Rebates/Incentives	Offers cash rebates to cover costs of upgrading to higher efficiency equipment. This includes lighting, air conditioning, food service equipment, refrigeration, and agricultural equipment. SCE also has Customized solutions that are for more specialized efficiency improvements. As mentioned above there is also a tiered rate system based on the amount of energy that they consume.

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

SCE Savings-by-Design	Rebates/Incentives	Program for new construction projects that provides incentives for the County and the Design team for integrating energy efficient design into new facilities.
LADWP Custom Performance Program	Rebates/Incentives	LADWP customers can receive a one-time payment up to 75% of project cost for investments in eligible projects that reduce the electrical energy use in their building or facility.
LADWP Custom Express Program	Rebates/Incentives	LADWP customers can receive per unit rebates for plug load occupancy sensors (\$15.00), network PC power management software (\$10.00), and high efficiency copiers (\$100.00).
LADWP Retrocommissioning Program	Rebates/Incentives	LADWP customers can receive cash incentives for energy savings for optimization of existing facilities for either HVAC (airside or waterside) improvements and lighting efficiency projects.
Rural Energy for America Program (REAP)	Grant/Loan Guarantee	Provides loan guarantees on loans up to 75% of total eligible project costs up to \$25 million, grants for up to 25% of total eligible project costs up to \$250,000 for energy efficiency projects and \$500,000 for renewable energy projects, and combined grant and loan guarantee funding up to 75% of total eligible project costs. Eligible projects include: <ul style="list-style-type: none"> <li>• High efficiency heating, ventilation and air conditioning systems (HVAC)</li> <li>• Insulation</li> <li>• Lighting</li> <li>• Cooling or refrigeration units</li> <li>• Doors and windows</li> <li>• Electric, solar or gravity pumps for sprinkler pivots</li> <li>• Replacement of energy-inefficient equipment</li> <li>• Purchase and installation of renewable energy systems</li> </ul>

The California Energy Commission has published a document titled “How to Finance Public Sector Energy Efficiency Projects,” which may provide additional potential opportunities for initial seed funding. The document outlines what criteria a project should meet, ways to finance that project, and specific organizations in California that are available to help with funding.

## 5.2 Initial Funding Amount

The amount of initial funding to implement the EERLF will depend on the initial projects selected for funding through EERLF, the return-on-investment of the initial projects funded, and the repayment structure of the investment. Ideally, the fund should be large enough at its inception

## Draft Energy Efficiency Revolving Loan Fund Program Policy Report

to fund initial projects that provide sufficient cost savings to repay the loan amount without depleting the fund and allowing for additional projects to be funded. In the examples of initial sources of seed funding discussed above, there is a wide range of initial funding amounts used to implement a revolving loan fund, from hundreds of thousands of dollars to over a million dollars. However, there does not appear to be a correlation between a well-endowed fund and a successful, well-managed fund. The El Cerrito Energy and Water Efficiency Program was implemented with a grant in the amount of \$125,000, and was able to leverage implementation of the program to receive over \$500,000 in additional funds.

### 5.3 Potential Future Projects

The 2012 CESEAP analyzed energy use and costs for County facilities, and identified energy efficiency projects the County could implement as funding becomes available in order to further increase energy efficiency. The CESEAP also provided an estimate of energy savings that could be achieved by implementing the recommended projects in both electricity and gas savings. The table below includes an estimate of the cost to implement each energy efficiency project included in the CESEAP provided by the Public Works Department for Inyo County facilities and the approximate repayment period and NPV for each project. A summary of potential energy efficiency projects identified in the CESEAP (please see Appendix B: 2012 Cost, Energy and Service Efficiencies Action Plan). In order to implement the full portfolio of energy efficiency projects identified in the CESEAP, the County would need to identify approximately \$722,000 in funding.

The repayment period for each project was calculated by multiplying the total estimated energy savings that could be accomplished by implementing the energy efficiency projects for Inyo County facilities as identified in the CESEAP by the current cost of electricity (kWh) and propane (Gal) to determine the total potential cost savings for each facility after project implementation. The total annual cost savings was then used to determine how many years would be required to repay the entire estimated project cost provided by the Public Works Department. It is important to note that the repayment period is dependent on the cost of electricity and propane, and could fluctuate depending on price variations and changes in usage.

Building (Total SF)	Annual Savings kWh/SF	Annual Savings Gal/SF	Total kWh Savings	Total Propane Savings	Total Est. Cost Savings <sup>1</sup>	Est. Cost to Implement CESEAP Projects	Est. Payback Timeline	NPV (15 yr)
*Inyo County Jail (36,296 SF)	2.5	0.06	90,740	2,178	\$20,440	\$42,000	Year 4	\$448,553.51
County Services Building (5,536 SF)	2.6	0	14,393	0	\$2,303	\$35,000	Year 17	\$20,271.42
Juvenile Detention Center (9,650 SF)	2.5	0.06	24,125	579	\$5,434	\$95,000	Year 22	\$29,988.92
Courthouse & Annex (35,620 SF)	1.8	0.03	64,116	1068.6	\$13,164	\$350,000	Year 30	(\$34,062.00)
**Administration – Bishop (5,224 SF)	1.5	0	7,836	0	\$1,254	\$45,000	Year 39	(\$14,909.76)
Bishop Library (5,206 SF)	0.4	0.01	2,082	52.06	\$475	\$20,000	Year 51	(\$8,606.36)
Eastern California Museum (5,882 SF)	0.4	0.01	2,352	58.82	\$536	\$45,000	Year 103	(\$32,126.89)

# Draft Energy Efficiency Revolving Loan Fund Program Policy Report

**HHS & Probation (8,641 SF)	0.7	0	6,048	0	\$968	\$100,000	Year 110	(\$76,772.99)
Airport Terminal (5,000 SF)	0.4	0	2,000	0	\$320	\$35,000	Year 117	(\$27,320.00)

<sup>1</sup>Total Estimated Cost savings assumes 2015 price estimates of \$0.16/kWh electricity (2015 Inyo County SCE on-peak rate) and \$2.72/gal propane (2015 Eastern Sierra Propane rate).

\*This project is currently in progress

\*\*Leased building

Seven additional facilities were identified in the Energy Action Plan, four of which are owned by the County. These facilities could be evaluated in the future for cost of improvements. These facilities are:

- Administration Building – Independence
- Road Shop - Independence
- Water Department Building
- Big Pine Legion Hall

## 5.4 Estimated Seed Funding Required

Inyo County may choose to fund energy efficiency projects fully or partially on a case-by-case basis depending on the total cost of the project and the estimated payback period. Based on the cost estimates and projected savings for the projects above, an initial seed funding amount of approximately \$50,000 would allow for implementation of one of the project opportunities identified in the CESEAP and included in the table above; however, the fund would be completely exhausted after implementation of one project, and no further investments could be made until the loan were completely repaid. Alternatively, an initial seed funding amount of approximately \$172,000 would allow for the projects described above that have the best cost-to-payback ratio and highest NPV to be fully financed through the EERLF, and would result in an estimated \$28,000 in cost savings to be reinvested in the EERLF annually to finance future projects.

## 6. Conclusion

Establishment of an EERLF will allow Inyo County to make continued investments in energy efficiency, and realize measurable benefits in energy and financial savings. The EERLF will allow for Inyo County to maintain a dedicated fund to realize energy savings, resulting in immediate cost savings that will mitigate rising costs of electricity and propane in the future. In addition to these qualitative benefits, the EERLF will also increase awareness of energy efficiency within the County and the community, add value to future County projects, and provide Inyo County an opportunity to demonstrate its leadership and commitment to energy conservation.

Attachment B: Energy Efficiency Assessment and Planning Report

# **Assessment and Planning Report for Developing an Energy Efficiency Revolving Loan Fund Program**

## **Draft Report**

### **Strategic Plan Task 3.2.3**

#### **Deliverable B**

Funded by  
Southern California Edison Company  
Local Government Strategic Plan Strategies Program

2013 – 2014 Program Period  
under the auspices of the California Public Utilities Commission

#### Prepared for:

Inyo County, California  
PO Drawer L  
Independence, CA 93526

Prepared by:  
Salas O'Brien  
305 South 11<sup>th</sup> Street  
San Jose, CA 95112, and

The Inyo County Planning Department  
PO Drawer L  
Independence, CA 93526

October 2014

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# Table of Contents

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1.	Introduction.....	1
1.1	California Long-term Energy Efficiency Strategic Plan (CEESP) Alignment.....	1
1.1.1	Strategic Plan Goal.....	1
1.2	EERLF Purpose, Goals and Objectives.....	1
1.2.1	Policy Statement.....	1
1.2.2	Goals and Expected Outcomes.....	2
1.2.3	Energy Efficiency Impact.....	2
1.2.4	Energy Efficiency Revolving Loan Fund Criteria.....	2
2.	Review of EERLFs.....	2
2.1	Description of Reviewed EERLFs.....	2
2.1.1	Peer Municipalities.....	2
2.1.2	Peer Organizations.....	5
2.1.3	NGO Resources (e.g., ICLEI, ILG, LGC).....	5
2.1.4	Other EERLFs and Resources.....	5
2.2	Assessment of Existing EERLFs and Resources.....	5
2.2.1	Existing EERLF and Resource “Pros”.....	5
2.2.2	Existing EERLF and Resource “Cons”.....	6
2.2.3	Aspects to Leverage.....	6
3.	EERLF Development and Implementation Plan.....	7
3.1	Overview.....	7
3.1.1	EERLF Requirements.....	7
3.1.2	Energy Efficiency Revolving Loan Fund Development.....	7
3.1.3	Energy Efficiency Revolving Loan Fund Implementation.....	8
3.1.4	Staff Training.....	8
3.1.5	Communications.....	8
3.1.6	Resource Identification.....	8
3.1.7	Resource Requirements.....	8
3.1.8	Existing Internal Resources.....	9
3.1.9	External Resource Needs.....	9
4.	Schedule.....	9
4.1	EERLF Development and Implementation Schedule.....	9
4.2	Monthly Activity Tracking Schedule.....	9
5.	Budget.....	9
6.	Assessment of EERLF Effectiveness.....	10
6.1	Staff Feedback Surveys.....	10

---

# Table of Contents

---

6.2	Energy Efficiency Impact .....	10
6.3	Energy Savings Metrics .....	10
Appendix A:	Task Scope of Work.....	1
6.4	Task 1: Program Ramp-Up .....	1
6.5	Task 2: Develop Policy for a Revolving EE Loan Fund for County Facilities (SP Task 3.2.3) .....	1
6.6	Task 3: Invoicing and Reporting.....	3
6.7	Task 4 - Ramp-Down and Shut-Down Program .....	4
6.8	Task 5 - Submit Final Program Report.....	4

## **1. Introduction**

Southern California Edison (SCE) designs, administers and implements a large portfolio of energy efficiency programs for its customers. SCE works in partnerships with a wide variety of entities to implement these programs, including local governments. Inyo County submitted and received funding from the last Request for Proposals (RFP) solicited by SCE in 2009. This funding enabled staff to complete a Cost, Energy and Service Efficiencies, Action Plan (CESEAP) that was approved by the Board of Supervisors on November 3, 2012.

Using the momentum from preparing the CESEAP, Inyo County staff is investigating the feasibility of developing policies and a plan for an Energy Efficiency Revolving Loan Fund (EERLF) as a means to implement the projects that will help Inyo County reach its energy efficiency goals, initially through implementing the project identified in the Energy Action Plan.

In order to better ensure the cost-effective success of an EERLF, Inyo County reviewed and assessed over 20 municipal energy efficiency revolving loan fund projects and related resources of peer municipalities and organizations. Knowledge gained from this exercise will be used to inform policies establishing an EERLF. The results of this assessment and planning process are presented in this report.

### **1.1 California Long-term Energy Efficiency Strategic Plan (CEESP) Alignment**

#### **1.1.1 Strategic Plan Goal**

This report and the EERLF policies report support the following CEESP goals and tasks:

- Strategic Plan Goal 3: *Local governments lead by example with their own facilities and energy use practices.*
- Strategic Plan Task 3.2.3: *Develop policy for a revolving EE fund for County facilities.*

### **1.2 EERLF Purpose, Goals and Objectives**

#### **1.2.1 Policy Statement**

The proposal is to establish a policy for the administration and use of an EERLF, and to implement the revolving fund program as a means of financing a continuing stream of energy savings in municipal facilities. As energy efficiency projects are completed at Inyo County facilities, the County will use funds generated from expected bill reductions to continually maintain the revolving loan fund to reach the County's energy efficiency goals.

# Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund

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## 1.2.2 Goals and Expected Outcomes

The goal is to develop policies establishing an EERLF program, identify potential seed funding sources for implementing the program and provide guidelines and a tracking methodology for staff to manage the implementation of the EERLF.

## 1.2.3 Energy Efficiency Impact

By establishing a revolving loan fund, the County will have a fund to draw from to implement projects for future energy efficiency efforts, in order to allow for County facilities to become increasingly energy efficient, and to continually reduce the County's operating expenses over time.

## 1.2.4 Energy Efficiency Revolving Loan Fund Criteria

- The proposed revolving loan fund will need to be easy to administer, as the County does not have full-time staff to manage energy programs.
- A tracking system will need to be established prior to implementation in order to monitor the effectiveness of the program.
- The proposed revolving loan fund will need to be useful even with only limited deposits to the fund.
- Potential seed funding will need to be identified to ensure the revolving loan fund does not draw from the County General Fund prior to implementation.

## 2. Review of EERLFs

### 2.1 Description of Reviewed EERLFs

#### 2.1.1 Peer Municipalities

- **Alameda County Revolving Energy Fund and Municipal Utility Surcharge:** Established in 1995, the Alameda County Energy Program funds energy efficiency and renewable energy projects in County facilities. The Energy Fund consists of two programs: the Designated Energy Fund and a departmental utility surcharge. Initial seed funding for the Energy Fund was established through a demand-side energy savings program with PG&E, which allowed the County to amass more than \$3 million over ten years. The Energy Fund was used to subsidize energy projects, including on-site energy generation. In addition to the Energy Fund, the County established a surcharge on utility bills for each department to cover operating expenses for administering the Energy Fund program. The Energy Fund program is administered through the County's General Services Agency, which retrieves and pays all utility bills.

The Energy Fund and Utility Surcharge programs ensure that there is no cost for project management or funding derived from the County General Fund. The surcharge fluctuates, but is usually between 9% and 11%. Monies generated from this surcharge

## Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund

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have generated enough funding to pay for Energy Program manager, two project managers and two electricians to implement the program.

To finance most projects, the County uses the California Energy Commission's low interest Energy Efficiency Finance program. The Energy Program applies for the loan, repays the loan, and includes the payments in the recipient department's utility budget account. The Energy Fund is used to cover costs for projects that have a life cycle over twenty years and are implemented when the project internal return on investment is over 10%. Departments realize energy savings from their projects by keeping 100% of the savings in their budgets after the debt service is repaid.

- **San Jose Energy Fund:** Established in 2005, with a \$200,000 incentive check for a city-wide traffic signal LED retrofit project. The Energy Fund also established the Energy Officer position to facilitate the implementation of energy efficiency and renewable energy projects. The fund is replenished by depositing savings and incentives for the first two years of those projects into the Energy Fund. After two years, the savings revert to the General Fund. In addition, San Jose obtained a \$4 million Energy Efficiency and Conservation Block Grant (EECBG) for municipal energy efficiency projects, which generated enough deposits to allow for continued reinvestments in future municipal energy projects.

As the program was implemented, it became clear that the procedures of replenishing the funds with deposits and reinvesting in additional energy projects needed clarification. Thus, San Jose developed a standard operating procedure (SOP) for the Energy Fund. The SOP was reviewed and approved by all City departments and adopted by the City Council, which assisted in interdepartmental buy-in into the program. The SOP is a useful resource for assisting Inyo County in developing potential EERLF policies.

Transfers to the Energy Fund are typically based on estimated energy cost savings identified in third-party energy audits. These estimated savings are used because there are a large number of variables (e.g. weather fluctuations, changes in facility use), which can make it difficult to determine the actual utility cost savings created by an energy project. Estimated energy cost savings are transferred by fiscal year, and incentives and rebates are deposited into the Energy Fund when they are received.

- **City of Ann Arbor, Michigan, Municipal Energy Fund:** The Municipal Energy Fund was established in 1998 to be a self-sustaining source of funds for investment in energy-efficient retrofits at city facilities, so the City could continually reduce its operating costs over time. The Ann Arbor Municipal Energy Fund was originally financed through a \$1.4 million bond authorized by the City in 1988, which enabled the City to implement energy efficiency measures in 30 municipal facilities. Ten years later the bond was paid off through energy bond payments of over \$200,000 per year included in the annual City budget for each of those ten years. The Energy Commission proposed that rather than discontinuing the budget item, reduce it to \$100,000. The reduced amount was used to finance the Municipal Energy Fund. The \$100,000 dollar annual budget was discontinued in 2003-2004 (Fiscal Year) and now the Fund is relying on payments from past projects to finance new projects.

## Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund

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Similar to the San Jose Energy Fund, annual fund reimbursements are based on the estimated savings from the energy audits, rather than the uncertain "actual" energy savings because actual energy savings will vary with changes in the weather, use patterns and occupancy of the buildings.

According to the City of Ann Arbor, the two critical components that have contributed to the success of the program are an initial funding source (available for 3-5 years) and a manager is assigned to support and coordinate the fund and its projects. The level of the initial funding required for Inyo County would depend on funds available and the number and condition of municipal facilities. The City of Ann Arbor had approximately 60 facilities which pay about \$4.5 million/year in energy costs. The \$100,000 per year initial funding has proven to be adequate for Ann Arbor, both for the energy saving opportunities available and for the fund management.

- **Kane County, Illinois:** The Kane County Energy Efficiency Revolving Loan fund was established in 2009 through a \$2,469,100 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy as part of the American Recovery and Reinvestment Act. Projects eligible for the program must be located in Kane County and the applicant must be a non-profit or public entity. The project must reduce fossil fuel emissions, reduce total energy use, or improve energy efficiency. The project must also generate energy saving to be used to repay the loan. The payback period for this program was estimated to three to seven years based on projected energy savings. There was no annual interest on the loan; however a 3% loan fee was due at closing.

Unfortunately, the program was shuttered in 2009 due to a lack of interested applicants. It is believed that there was limited interest due to the economic recession. This case study indicates that a large amount of seed funding is less critical to successful implementation than program persistence and effective program management.

- **EI Cerrito Energy and Water Efficiency Program:** The Energy and Water Efficiency Program (EWEP) is a revolving loan fund that was established by the City of EI Cerrito in 2008 to fund projects that improve the resource efficiency of City operations. Seed funding for the revolving loan fund was established through a grant from the Bay Area Air Quality Management District to build staff climate protection capacity and help develop a dedicated fund. The EWEP is replenished annually based on a portion of the cost savings achieved by projects it funds. The EWEP is included in the City's Capital Improvement Program and is approved each year as a part of the annual budget process.

The EWEP provides a mechanism for identifying, evaluating and planning projects, and for finding matching funds; once projects are identified they still need to go through the standard City approval process. Cost benefit analysis of EWEP projects are calculated in terms of net present value which provides the City's financial managers with confidence that project investments are fiscally sound. EI Cerrito has been successful in leveraging EWEP funds with other grants and rebates to attract additional funding.

## **Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund**

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As part of the EWEP, El Cerrito developed the Environmental Improvement Revolving Fund Administrative Manual to assist other municipalities establish a similar fund.

### **2.1.2 Peer Organizations**

Not applicable.

### **2.1.3 NGO Resources (e.g., ICLEI, ILG, LGC)**

Case Study resources for the Alameda County Designation Energy Fund and San Jose Energy fund were provided by the Local Government Commission (LGC) website. The Sierra Nevada Energy Watch and Sonoma County Energy Watch were also reviewed through the LGC website, but it was determined these programs were not applicable to Inyo County.

Information regarding the City of El Cerrito Energy and Water Efficiency Program was obtained from the Institute for Local Governments website. The International Council for Local Environmental Initiatives (ICLEI) Local Governments for Sustainability website was used as a resource for the initial identification of relevant cases studies. The ICLEI website was also used to identify potential sources of seed funding.

### **2.1.4 Other EERLFs and Resources**

Inyo County Planning Staff, through the assistance of its subcontractors, initially identified 20 energy efficiency programs. Inyo County made the determination to focus its research on those EERLFs which were most directly applicable to the intent of Inyo County's proposed EERLF program. Many of the other resources identified addressed revolving loan fund programs for energy efficiency project in private business and residences, and Inyo County staff chose to review other programs that emphasized investment in municipal facilities.

## **2.2 Assessment of Existing EERLFs and Resources**

### **2.2.1 Existing EERLF and Resource "Pros"**

There were several common characteristics between the EERLFs which were reviewed that contributed to their successful implementation. Effective EERLFs obtained buy-in on the program from all municipal departments prior to implementation, and were allowed time for the program to prove a return on investment. It was commonly noted that the most difficult aspect of the EERLF program is obtaining interdepartmental buy-in, but once the program is established and successful, it has a tendency to grow exponentially. Obtaining buy-in from all departments will be essential for successful implementation in Inyo County, particularly in light of limited internal resources.

In addition, the energy efficiency funds that were successful also created a dedicated fund for the EERLF so that the fund did not draw upon the General Fund, but also so that the funding available for energy efficiency projects would not be allocated to other City and County programs.

## **Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund**

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Finally, it appears that it is possible to start a fund with a small amount of rebate money and have it be successful and that by establishing an EERLF, it is easier to leverage the fund to obtain additional grants monies.

### **2.2.2 Existing EERLF and Resource “Cons”**

The successful EERLFs identified dedicated staff to implement and manage the program. Those staff persons typically resided in the City or County department responsible for overseeing utility payments. Inyo County likely does not have the resources to dedicate a single staff person for managing the program; however, if the program, particularly the tracking system, is well thought-out and organized, it is possible to train staff in the Public Works department to manage the EERLF program.

EERLFs that did not succeed appeared to have unclear policies in place and did not allow time for the program to prove its success. It will be important to define metrics of success in order to determine if the program is effective at attaining energy efficiency goals and achieving a return on investment.

### **2.2.3 Aspects to Leverage**

The County had previously prepared the Cost, Energy and Service Efficiencies Action Plan (CESEAP), which identifies opportunities for investing in energy efficiency projects in County facilities. The CESEAP will serve as a road-map for investment once EERLF policies are adopted and implemented. The CESEAP has already been considered by the Board of Supervisors, the County Administrative Office and the Public Works Department, and can be leveraged for interdepartmental buy-in for an EERLF.

In addition, Inyo County receives funds from the Great Basin Unified Air Pollution Control District Clean Air Projects Program (CAPP), which provides monies for projects that reduce emissions. These funds could be leveraged to implement certain energy efficiency projects from the CESEAP that also reduce emissions; however the CAPP funds are often pre-allocated to other projects where cost savings can be directed to the County General Fund. In order to use these funds for an EERLF project, it will be necessary to clearly illustrate the return on investment from the project over the long term.

#### **2.2.3.1 Gap Analysis**

The most significant gap in resources for establishing an EERLF is seed funding for implementing energy efficiency projects and funding staff to track and manage an EERLF program.

### **3. EERLF Development and Implementation Plan**

#### **3.1 Overview**

The Planning Department, which is currently responsible for the EERLF program development, has had some discussions with other departments regarding those staff members that should be involved in discussions regarding development of a revolving fund. Many of the details of implementation will be worked out at a staff level. The key questions are: how would seed funding be established and dedicated to an EERLF in light of higher priority budget concerns; how would such a fund be staffed; how can a low-maintenance tracking system be developed for implementing the EERLF; and how can the revolving fund be structured to be successful with the limited resources currently available.

##### **3.1.1 EERLF Requirements**

Based on the research that has been completed, the following will need to be considered for further analysis and discussion.

- Staffing and administration of the revolving fund will need to be discussed and developed in detail.
- The source of funding need to be identified, although there may be the potential to use funding from the CAPP, which provides funding to the County for implementing projects that reduce emissions. However, these funds are reserved for projects that reduce air pollution, which may include energy efficiency projects in addition to other types of projects, and the County may prefer to invest these funds into other projects, rather than to allocate the money into a revolving loan fund. Other potential sources of funding, such as incentives, energy savings, and grants will be necessary and need to be identified, reviewed and considered.
- For efficiency projects that are adding value to larger projects, it will be important to look at the cost-benefit analysis in terms of the net present value to justify the added costs of energy efficiency measures for a project.
- The County should consider whether to include the fund in its Capital Improvement Program and/or the annual budget process.
- The accounting and tracking for the revolving account should be set up in such a way that there isn't risk that the monies will be commingled with General Fund monies, or viewed as a source of monies for purposes other than energy efficiency

##### **3.1.2 Energy Efficiency Revolving Loan Fund Development**

A key step in developing a policy will be to convene a small internal working group to study the best approach to developing a policy. It is expected that this group will include the County Administrative Officer, the Planning Department, the Public Works Department, the County Auditor's Office, and the Inyo County Financial Advisory Committee. This group would be expected to review and provide input in developing a fund. It is expected that after a rough policy has been developed that this policy may be reviewed by each of these departments prior to review and approval by the Board of Supervisors.

## **Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund**

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### **3.1.3 Energy Efficiency Revolving Loan Fund Implementation**

The major hurdles in implementing an EERLF would be as follows: 1) Identifying sources of potential seed funding; 2) Gaining program buy-in and adoption from all County departments; 3) Educating staff on program implementation and/or dedicating a full-time staff person to manage the EERLF.

### **3.1.4 Staff Training**

Staff training for administering this program is essential for its successful implementation. Each of the case studies reviewed in this report used a portion of the EERLF funding to establish at least one full-time position for managing the program. It is highly unlikely this would be possible in Inyo County. However, as the Public Works Department is currently responsible for facility maintenance, including energy efficiency projects, as well as managing utility invoices for all facilities, it would be most efficient to utilize staff resources in the Public Works Department for managing a revolving loan fund. There would appear to be limited opportunities for specific training in this specialized area; however, any opportunities that are identified will be considered.

### **3.1.5 Communications**

It is expected that an outreach and education policy for County departments would be developed through a collaborative effort by the following County departments involved in the formation of the EERLF including the County Administrative Office, the Public Works Department, the Planning Department and the County Auditor's Office. However, since the Public Works Departments coordinates building maintenance and repairs, and has been initially identified for managing the EERLF program, communications, marketing and outreach for the program will not be a large component of project implementation.

### **3.1.6 Resource Identification**

### **3.1.7 Resource Requirements**

The staff resources that are expected to be involved include the County Administrative Officer, the Public Works Department, the Auditor's Office, and the Planning Department. It is not anticipated that subcontractors will not be necessary for implementing the EERLF once the program and policies have been developed.

Specialized computer hardware and software is also not necessary for implementing the EERLF; however, a system for methodically tracking energy savings as a result of energy efficiency projects and loan payments will need to be established. Staff will need to be trained to track energy use and energy savings using this methodology as part of paying utilities. Currently, utilities for all County departments and facilities are paid for by the Public Works Department, therefore it would most efficient to establish an EERLF program manager in the Public Works Department.

## Assessment and Planning Report for the Inyo County Energy Efficiency Revolving Loan Fund

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The EERLF is intended to be available to County facilities only. Because facilities maintenance, which includes building repairs for energy efficiency, and utility payments are both managed through the same department, it would not be necessary to develop marketing materials to successfully implement the EERLF.

### 3.1.8 Existing Internal Resources

As described above, the Inyo County Planning Department had previously prepared the CESEAP, which will serve as a roadmap for identifying energy efficiency projects to be implemented through an EERLF. Inyo County Planning staff will develop the policies for an EERLF and will be able to assist in establishing a tracking system and training staff to manage the fund once implemented. The Public Works Department has indicated that although a full time staff person cannot be dedicated to managing an EERLF, staff will be available to manage and track the fund as part of the Department's current facilities maintenance and management responsibilities.

### 3.1.9 External Resource Needs

It is not expected that any of the activities identified would require external assistance.

## 4. Schedule

### 4.1 EERLF Development and Implementation Schedule

Based on the Statement of Work, the policies and procedures for the EERLF are to be developed in approximately the next three months and brought to the Board of Supervisors for consideration. If the Board of Supervisors adopts the EERLF, the policies would not be implemented until seed funding had been obtained.

### 4.2 Monthly Activity Tracking Schedule

Development of the EERLF will be tracked through the monthly reporting submitted to SCE.

## 5. Budget

Budget Item	Cost - Q1	Cost - Q2	Cost - Q3	Cost - Q4	Cost - Q5	Total
Program Ramp-Up	\$1,823.25	\$0	\$0	\$0	\$0	\$1,823.25
Develop Policy for an EERLF	\$10,378.37	\$10,378.37	\$10,378.37	\$10,378.37	\$10,378.37	\$51,891.85
Invoicing and Reporting	\$499.84	\$499.84	\$499.84	\$499.84	\$499.84	\$2,499.20
Ramp-Down and Shutdown	\$0	0	\$0	\$0	\$0	\$0.00
Submit Final Report	\$0	\$0	\$0	\$618.85	\$618.85	\$1,237.70
<b>TOTAL</b>	<b>\$12,701.46</b>	<b>\$10,878.21</b>	<b>\$10,878.21</b>	<b>\$11,497.06</b>	<b>\$11,497.06</b>	<b>\$57,452.00</b>

## **6. Assessment of EERLF Effectiveness**

The key measure of effectiveness would be the energy savings from the energy efficiency projects that are funded from the revolving loan fund. If the program proves to be successful, additional metrics would include increases in departmental participation in the EERLF, increases in the number of projects implemented through the fund, and energy rebates and incentives realized through the program.

### **6.1 Staff Feedback Surveys**

Staff feedback surveys would not be appropriate for this task.

### **6.2 Energy Efficiency Impact**

The beneficial energy efficiency impact related to the revolving fund would be the energy savings that would result from those projects funded by the revolving fund.

### **6.3 Energy Savings Metrics**

The staff person responsible for managing the fund will complete an annual review of the fund including a summary of the following:

- Projects benefitting from the fund and their anticipated and/or actual energy savings;
- Projects that provided revenue/rebates toward the fund;
- Projects that may be funded through the EERLF program;
- Estimated return on EERLF;
- Energy savings attributable to energy efficiency measures and projects potentially funded through the EERLF program.

The program manager will quantitatively assess the value and benefits of the program through determining the potential for return on investment of expenditures, if the EERLF can be established. The EERLF will be designed so that the return on investment can be tracked project-by-project to further inform future energy-efficiency investment by targeting high return technology and project types.

# Appendices

## Appendix A: Task Scope of Work

The Work will consist of the following tasks supporting the CEESP goals specifically set forth by SCE and accepted by Implementer:

### 6.4 Task 1: Program Ramp-Up

#### A. Attend Program Kick-off Meeting

Implementer's representative(s) will attend a Program kick-off meeting with the CPM to discuss Program logistics, evaluation, monitoring and verification coordination, invoicing requirements, SOW, and any remaining Contract issues at a time and location designated by SCE.

To avoid duplication and unnecessary expenditures, the CPM will provide information and guidance regarding currently available resources (e.g., available training programs, templates, etc.) that will be used by the Implementer in assessing pre-existing resources. This will enable the Implementer to focus efforts on the areas in each task where gaps exist.

#### B. Program Data, Invoicing, and Reporting Tool Training

The Implementer will attend the kick-off meeting to be trained on the use of SCE's invoicing and reporting tool (IR Tool). Thereafter, the Implementer will use the IR Tool to provide the CPM with invoices and Monthly Reports.

##### Deliverables:

Task 1 – Deliverable(s)	Due Date(s)
1. Attend a Program Kick-off meeting that includes IR Tool training.	Determined by SCE after the issuance of the NTP.
2. Delivery of updated IR Tool to CPM for review and approval.	IR Tool training plus five (5) Business Days.

### 6.5 Task 2: Develop Policy for a Revolving EE Loan Fund for County Facilities (SP Task 3.2.3)

#### A. Task Goals and Objectives

Implementer will provide all materials developed under this task to CPM for review and comment:

- 1. Report on Status of Implementer or Subcontractor to Support the Task:**  
Implementer will submit Monthly reports on the status of hiring expertise to provide to complete the activities in this task.
- 2. Assessment and Planning Report for Energy Efficiency Revolving Loan Fund (EERLF):** Implementer will perform an assessment of similar funds and programs that exist in other jurisdictions. From this assessment, Implementer will prepare a plan for developing the revolving fund program for municipal facilities. The plan shall include, at a minimum, a step-by-step, process for developing the program, as well as:
  - a. A review and assessment of similar funds and efforts of peer Local governments;
  - b. A review and assessment of potential seed money to set up a EERLF;
  - c. Goals and policies of the EERLF;

## Appendices

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- d. Forms and document flow procedures that provide for application intake, audit and energy-efficiency measure determination, savings analysis and measure ranking, financial return potential, and measurement and evaluation plan; and
- e. Required external resources necessary to establish an EERLF and an assessment of necessary internal resources to administer the EERLF.

The Assessment and Planning Report will include a discussion of sustainability for the Program after SCE funds are expended.

- 3. **Program Plan for EE Revolving Loan Fund (Draft and Final):** Based on the Assessment and Planning Report, Implementer will develop the program plan, including policies and procedures needed to establish and implement an energy-efficiency project revolving loan fund. The EERLF Policies and Procedures will establish criteria for, at a minimum:
  - a. Establishing an EERLF from seed money and an evaluation of the necessary County resources needed to implement and maintain the EERLF;
  - b. Criteria for determining candidacy of Implementer's facilities and energy-efficiency measures to ensure long-term persistence of savings and high probability of achieving significant levels of efficiency;
  - c. Criteria maintaining the fund based on cost savings achieved from the installation of energy-efficiency projects in the Implementer's facilities;
  - d. Definition of ongoing roles and responsibilities for City/County staff and others to ensure the revolving fund is properly administered and sustained;
  - e. Processes needed for making and tracking transfer payments to fund energy efficiency projects;
  - f. Procedures for allocating funds to eligible projects;
  - g. Required forms and supporting documentation that provide the basis for a project's energy and cost savings;
  - h. Detailed step-by-step process flow diagrams that provide specific milestones for project funding;
- 4. **Submit Draft EE Revolving Loan Fund Policy to County's Financial Advisory Committee and the Board of Supervisors for Review and Comment:** Implementer will submit the EERLF Policy for review and comment
- 5. **Submit Final EE Revolving Loan Fund Policy to County's Board of Supervisors for Adoption:** Implementer will submit the EERLF Policy to the County's Board of Supervisors for adoption. If the policy is adopted, Implementer will submit the date the policy becomes effective. If the policy is rejected, Implementer will submit a report to the CPM that outlines the reasons for rejection, and provides alternate plans to be pursued.

### B. Task Performance Indicators

The Implementer will, at a minimum, track the following information:

- 1. Estimated amount needed to fund an EERLF;
- 2. Potential annual return on EERLF;
- 3. Number of potential energy efficiency Measures and projects that could be funded through the EERLF program; and
- 4. Energy savings attributable to energy efficiency Measures and projects potentially funded through the EERLF program.

The Implementer will quantitatively assess the value and benefits of the Program through determining the potential for return on investment (ROI) of expenditures, if the EERLF can be established. The EERLF will be designed so that the ROIs can be tracked project-by-project to

## Appendices

further inform future energy-efficiency investment by targeting high return technology and project types.

**Deliverables:**

<b>Task 2 - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Report on status of Implementer or Subcontractor to help support the Task	NTP plus 1 Month
2. EE Revolving Loan Fund Policy Assessment and Planning Report	NTP plus 6 Months
3. Present Assessment and Planning Report for EE Revolving Loan Fund to Board of Supervisors for Comment	NTP plus 7 Months
4. Draft Program Plan for EE Revolving Loan Fund	NTP plus 12 Months
5. Present Draft Program Plan for EE Revolving Loan Fund to the Financial Advisory Committee and Board of Supervisors for Comment	NTP plus 13 Months
6. Submit Program Plan for EE Revolving Loan Fund to the Board of Supervisors for to Board of Supervisors for Adoption: Provide documentation of adoption or a report stating why the EE EERLF was not adopted and related alternate plans.	NTP plus 14 Months
7. Monthly reports of tracked Performance Indicators	Monthly with Invoicing Requirements

### 6.6 Task 3: Invoicing and Reporting

**A. Invoicing**

The Implementer will submit to the CPM an invoice which includes supporting documentation in accordance with the requirements delineated Appendix A, "Invoicing Requirements" and Section 10 of the Contract.

SCE may amend the invoicing requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect any changes in future invoice documentation.

**B. Reporting**

The Implementer will submit to the CPM all required reports initially as a draft for review and approval by the CPM. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix D, "Regulatory Reporting Requirements", Section 9 of the Contract.

SCE may amend the reporting requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflected in future invoice documentation.

**Deliverables:**

<b>Task 3 Deliverable(s)</b>	<b>Due Date(s)</b>
1. Prepare and submit invoices and supporting documentation to SCE	15th Calendar Day of the Month per Appendix A, "Invoicing

## Appendices

	Requirements”
2. Submit final invoice to SCE	April 15, 2015
3. Prepare and submit Monthly Report to SCE	15th Calendar Day of the Month per Appendix D, “Regulatory Reporting Requirements”
4. Submit Commission reports	Semi-annually and annually

### 6.7 Task 4 - Ramp-Down and Shut-Down Program

**A. Program Shut-Down:** All Program operations will be completely shut down after the last day of the effective period of the Contract, and no later than December 31, 2014, with the exception of preparation and submittal of the Final Report, as defined in Task 6.

**Deliverables:**

Task 4 Deliverable(s)	Due Date(s)
1. Complete all services	No later than December 31, 2014.

### 6.8 Task 5 - Submit Final Program Report

After Program completion, the Implementer will submit a final report that reviews the Program's progress and accomplishment (the "Final Report"). The Final Report will include the information referenced in Appendix E, “Final Program Report Template”.

**Deliverables:**

Task 5 Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than February 15, 2015
2. Submit revised Final Report for SCE review and approval	The earlier of March 31, 2015 or within 2 weeks of receipt of SCE comments



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

20

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 10:30 a.m.     Closed Session     Informational

**FROM:** County Administrative Officer/County Counsel/Planning Department

**FOR THE BOARD MEETING OF:** January 12, 2016

**SUBJECT:** Tribal Consultation Policy Workshop

**DEPARTMENTAL RECOMMENDATION:** Conduct a workshop regarding the Draft Tribal Consultation Policy.

**SUMMARY DISCUSSION:** At its September 15, 2015 meeting, the Board conducted a Workshop regarding a draft Tribal Consultation Policy. County staff distributed the Agenda Request Form (ARF) and draft Policy to Tribal representatives a week before the Workshop and issued a Press Release. Numerous Tribal representatives attended the workshop, several provided preliminary input, and many generally expressed a preference for additional time to review the draft Policy; accordingly, at the conclusion of the Workshop the Board scheduled a follow-up Workshop on October 20, 2015.

County staff distributed copies of the October 20 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. On October 20, the Board held the follow-up workshop, and two Tribal representatives attended. The Board of Supervisors conducted the Workshop, received input from the Tribes, and scheduled a follow-up Workshop for December 15, 2015. On November 18, the Board Chair sent correspondence to each Tribe reminding them of the Workshop. On December 9, the Board Chair sent additional correspondence to each Tribe reminding them of the Workshop. County staff provided the draft Policy to Tribal representatives in an electronic format to facilitate their review. County staff also called each Tribe during the week before the meeting to remind them of the Workshop and transmitted a copy of the ARF to Tribal representatives.

On December 15, the Board conducted the Workshop, and two Tribal representatives and one member of the public attended. Input was provided regarding the draft Policy, and staff was directed to update the Policy with the input received to date for further review at a follow-up Workshop in January. The Board asked staff to poll the tribes regarding a date for a follow-up Workshop. Based on the poll, the follow-up Workshop was scheduled for January 12, 2016. County representatives distributed copies of the January 12 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. County staff also distributed the draft updated draft Policy to the Tribes in an electronic format on January 5 to facilitate their review.

Exhibit A includes the updated draft Tribal Consultation Policy. Exhibit B includes the December 15 ARF. Below is a summary of the comments received on December 15, with responses.

### ***Next Steps***

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

### ***Input Summary and Responses***

The following summarizes comments provided at the December 15 Workshop and provides responses. Previous input and response are detailed in Exhibit B.

Summarized Comment – consultation takes time, and the number of meetings should be specified.

*Response* – staff recommends that a general rule for the number of meeting should be specified, as described in Exhibit B.

Summarized Comment – a liaison between the County and the tribes is unnecessary.

*Response* – as described in Exhibit B, staff believes that a liaison may be desirable, but could be precluded by financial constraints.

Summarized Comment – the Consultation Committee should include the entire Tribal Council.

*Response* – staff believes that it would be appropriate to include more than two members of the Tribal Council on the Consultation Committee, if desired by the Tribes, and has updated the draft Policy to incorporate this concept.

Summarized Comment – Subsections a-k in Section III(iii)<sup>1</sup> should be deleted.

*Response* – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if there are not agreements with the individual Tribes. Modifications to Subsections a-k may be specified in individual agreements with the Tribes; the draft Policy has been updated to emphasize this concept.

**ALTERNATIVES:** The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

**OTHER AGENCY INVOLVEMENT:** Tribal governments and other agencies working with the County and local tribes.

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<sup>1</sup> In the previous version of the draft Policy this reference was in Section II(iv).

**FINANCING:** General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

<b><u>APPROVALS</u></b>	
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>
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>
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>

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



Date: 1/6/16

**Exhibits:**

- A. Updated Draft Tribal Consultation Policy
- B. December 15, 2015 Agenda Request Form

## COUNTY OF INYO

### POLICY & PROTOCOL FOR TRIBAL CONSULTATION

#### **BACKGROUND**

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

#### **I. PURPOSE**

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

#### **II. DEFINITIONS AND ACRONYMS**

The following definitions apply to this Policy:

- i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance".
- ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.
- iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.
- iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.
- vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

- i. AB. Assembly Bill
- ii. CEQA. California Environmental Quality Act
- iii. EIR. Environmental Impact Report
- iv. MOU. Memorandum of Understanding
- v. SB. Senate Bill

### **ii.iii. CONSULTATION PROCESS**

- i. ~~**Consultation Defined.** The County adheres to the definition of “consultation” found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:~~

~~“Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties’ cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party’s sovereignty. Consultation shall also recognize the tribes’ potential needs for confidentiality with respect to places that have traditional tribal cultural significance.”~~

- ii.i. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County’s General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act (“CEQA”).

- iii.ii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director  
County of Inyo  
P.O. Drawer L  
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

iv-iii. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, unless otherwise specified in an agreement with the Tribes, the County Policy is:

- a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.
- b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.
- c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.
- d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location

other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

- e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

- f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.
- g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be

included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

- h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.
- i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.
- j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.
  - 1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of

the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.
  3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.
- k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

#### **III-IV. CONSULTING ON ADDITIONAL TOPICS**

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental

consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,
2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,
3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

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**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:** County Administrative Officer/County Counsel/Planning Department

**FOR THE BOARD MEETING OF:** December 15, 2015

**SUBJECT:** Tribal Consultation Policy Workshop

**DEPARTMENTAL RECOMMENDATION:** Conduct a workshop regarding the Draft Tribal Consultation Policy.

**SUMMARY DISCUSSION:** At its September 15, 2015 meeting, the Board conducted a Workshop regarding a draft Tribal Consultation Policy. County staff distributed the Agenda Request Form (ARF) and draft Policy to Tribal representatives a week before the Workshop and issued a Press Release. Numerous Tribal representatives attended the workshop, several provided preliminary input, and many generally expressed a preference for additional time to review the draft Policy; accordingly, at the conclusion of the Workshop the Board scheduled a follow-up Workshop on October 20, 2015.

County staff distributed copies of the October 20 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. On October 20, the Board held the follow-up workshop, and two Tribal representatives attended. The Board of Supervisors conducted the Workshop, received input from the Tribes, and scheduled a follow-up Workshop for December 15, 2015. On November 18, the Board Chair sent correspondence to each Tribe reminding them of the Workshop. County staff provided the draft Policy to Tribal representatives in an electronic format to facilitate their review. County staff also called each Tribe during the week before the meeting to remind them of the Workshop and transmitted a copy of the ARF to Tribal representatives.

Attachment 1 includes the ARF from September 15. Staff has developed a flow chart and summary matrix, which are included in Attachment 2. Below are preliminary responses to several of the issues that have been raised to date.

***Next Steps***

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

### ***Input Summary and Responses***

County staff has been tracking input received to date and had planned to incorporate that feedback appropriately into the next iteration of the Policy. However, due to requests received at the October 20 Workshop, the following has been prepared to summarize comments received and describe staff's intended approach to address that input.

Summarized Comment – the individual Supervisors appointed to consult with each Tribe should be rotated, as is practiced elsewhere in the State.

*Response* – staff has been unable to confirm that such mechanism is practiced elsewhere in the State. County Counsel has reached out and learned of no other County operating in the way reported. Rather, she has been advised this method was not advisable and could create Brown Act issues. Although individual Supervisors could be rotated as described on a periodic or ad hoc basis, the Supervisors would need to comply with the Brown Act's provisions regarding serial meetings; this would most likely result in significant complexity and uncertainty, limit meaningful dialog, and expose the Supervisors to substantial risk. Therefore, staff recommends that only two specific Supervisors be appointed to consult with each Tribe, as described in the draft Policy. Although the full Board of Supervisors subject to the Brown Act could publicly consult with various permutations of Tribal representation, this would make it more difficult to meaningfully discuss sensitive cultural information.

Summarized Comment – a working group should be established to facilitate dialog.

*Response* – a staff working group could be established, and staff welcomes the opportunity to participate. We have been provided a copy of an Ordinance adopted in Monterey County before the passage of AB-52 dealing with matters involving tribal consultation. Staff has communicated with Monterey County and learned the County's designated chief negotiator on behalf of the County is the Planning Manager. As discussed above, staff recommends that if members of the Board serve as negotiators, only two specific Supervisors be appointed to consult with each Tribe; counsel recommends only two Board Members period for all tribes.

Summarized Comment – there should be more consultation meetings specified, or no limit to the number of meetings.

*Response* – staff suggests that a general guideline for the number of meetings be specified to afford some consistency and direction for the Tribes, the County, applicants, or other parties that could be involved in consultation. In the past, the Tribes have in some cases not requested any meetings in response to consultation requests, and in other instances have requested many meetings. Staff believes that three meetings would be an appropriate general rule, and that fewer or more meetings could be mutually agreed to as a component of the consultative process.

Summarized Comment – additional notice time should be provided.

*Response* – staff developed the notice periods to exceed State law (refer to Attachment 2). Additional notice periods could be specified, if consistent with State law. For private applications, Permit Streamlining Act time periods also apply (refer to Government Code Section 65950 et seq.).

Summarized Comment – confidentiality should be emphasized.

*Response* – the County is committed to working to protect cultural resource confidentiality, and the draft Policy has been crafted to do so. Any specific suggestions to improve the approach would be appreciated.

Summarized Comment – a liaison should be appointed to facilitate dialog between the County and the Tribes.

*Response* – such an appointment is technically possible and may be desirable. However, given the limited resources of the Tribes and the County, it could be difficult to finance such a position. Given previous Tribal requests for direct consultation with the Board of Supervisors, staff believes that the process outlined in the draft Policy is the most prudent fiscal approach.

Summarized Comment – definitions and acronyms should be included.

*Response* – staff concurs and plans to include definitions and acronyms in the next iteration of the Policy.

Summarized Comment – tribal representatives should have been included in drafting the draft Policy.

*Response* – the County utilized templates provided by Big Pine Tribal representatives to develop the draft Policy, and worked with them iteratively to update the Policy into its present form. The County welcomes additional input, including suggestions for wholesale redrafting. County staff has provided the document in an electronic format to facilitate such work, and continues to be available to assist.

Summarized Comment – the draft Policy should have been updated prior to the Workshops subsequent to September 15.

*Response* – the County deliberately did not update the draft Policy because of the request for additional time to review it and to ensure that all interested parties were reviewing the same document.

Summarized Comment – contacts should be specified.

*Response* – staff believes that the draft Policy includes appropriate contacts for the Policy given its umbrella purpose, and any specific suggestions would be appreciated. More detailed contacts can be developed in subsequent agreements with the individual Tribes or the County can rely exclusively on the names provided statutorily to it by the NAHC

Summarized Comment – other agencies should be included in the Policy.

*Response* – staff believes that the Policy should be oriented towards consultation with the Tribes. Under specific circumstances (e.g., a joint environmental document be prepared with a federal

agency, etc.), a more project-specific agreement could be an appropriate means to facilitate consultation between multiple agencies.

**ALTERNATIVES:** The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

**OTHER AGENCY INVOLVEMENT:** Tribal governments and other agencies working with the County and local tribes.

**FINANCING:** General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

<b>APPROVALS</b>	
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.) <i>A Margaret Kemp-Williams 12/15</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

*Joshua Hart*

Date: 12/9/15

**Attachments:**

1. September 15, 2015 Agenda Request Form
2. Process Flow Chart and Comparison Matrix



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
--

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:** County Administrative Officer/County Counsel/Planning Department

**FOR THE BOARD MEETING OF:** September 15, 2015

**SUBJECT:** Tribal Consultation Policy Workshop

**DEPARTMENTAL RECOMMENDATION:** Conduct a workshop regarding the Draft Tribal Consultation Policy.

**SUMMARY DISCUSSION:** Intergovernmental consultation between the County and recognized local tribes is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and codified with respect to General Plans in Government Code Section 65562.5 and 65352.3 et seq., Specific Plans in Government Code in Section 65453, and the California Environmental Quality Act (CEQA) in Public Resources Code Section 21080.3.1 et seq. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features. The County has been consulting with local Tribes for many years pursuant to SB18 and, since July 1, 2015, has consulted with local tribes pursuant to AB52.

**Background**

SB18 requires that the County consult with local Tribes when adopting or amending its General Plan and/or Specific Plans. The process is as follows: (1) the County requests a contact list from the Native American Heritage Commission, (2) the County sends consultation requests to those contacts provided in response at least 90 days prior to any action, and (3) the County consults with any tribes that may request consultation within 30 days. Consultation is defined as follows:

...the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

AB52 is new legislation that incorporates consultation into the CEQA process. The procedure is that the County must notify local tribes and request consultation for Environmental Impact Reports and (Mitigated) Negative Declarations within geographic areas that may be identified by local tribes. Within 14 days of determining a project complete or deciding to undertake a project,

the lead agency shall notify tribes that have requested to be notified of projects within a geographic area that includes the project, and the tribes have 30 days to request consultation. The definition of consultation is the same as for SB18.

### **Draft Policy**

Partly through its efforts to consult with local tribes pursuant to SB18, County staff has been working to develop a Policy to guide consultation and other intergovernmental discussions with local tribes. Through an iterative process, a draft Policy has been crafted (attached) that includes the following:

1. Purpose
2. Defining consultation
3. Notification
4. Designates members of the Board of Supervisors and Tribal Council to consult
5. Procedures (including number, duration, location, and timing of meetings, participants, agendas, and note-taking)
6. Responsibilities
7. Protecting cultural resources
8. Confidentiality
9. Information exchange
10. Conferring regarding additional topics not required by SB18 and/or AB52

By design, and in an effort to further Tribal/County relations, the proposed policy has been drafted to exceed the requirements SB 18 and AB 52.

### **Next Steps**

In conducting today's workshop, staff is seeking input from your Board, Tribes, and the general public. Prior to considering approval of the Policy as it may be revised, your Board may want to direct staff to provide public notice of its intent to consider the proposed Policy well in advance of the Board of Supervisors meeting at which the Policy will be agendized.

Also, if your Board ultimately adopts a policy, and if the Tribes please, the County and Tribes could use the policy as the basis for developing Tribe-specific Memorandums of Understanding (MOU) – or other similar instruments – regarding consultation, which would be presented to the Board for consideration. In the absence of such MOUs, the Policy (if adopted) would guide the County's consultation with the Tribes in compliance with, and exceeding current State law.

**ALTERNATIVES:** The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

**OTHER AGENCY INVOLVEMENT:** Tribal governments and other agencies working with the County and local tribes.

**FINANCING:** General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

<b>APPROVALS</b>	
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.) <i>Margaret Kemp Williams</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

*[Signature]* \_\_\_\_\_ Date: 09-09-2015

*[Signature]* \_\_\_\_\_ Date: 9/9/15  
Attachment: Draft Policy

## COUNTY OF INYO

### POLICY & PROTOCOL FOR TRIBAL CONSULTATION

#### BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by SB 18 (Burton, 2004) and AB 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a CEQA project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

#### I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

#### II. CONSULTATION PROCESS

1. Consultation Defined. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:

"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"

- ii. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act ("CEQA").
- iii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director  
County of Inyo  
P.O. Drawer L  
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs initiated by the County, in the absence of an application from a third party, the County will provide each Local Tribe with Notice of the opportunity to consult on matters

affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

**For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs based on an application from a third party, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:**

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

- iv. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-

face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, the County Policy is:

- a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.
- b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.
- c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.
- d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.
- e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint two members of its Tribal Council to serve as its representatives to the consultation meetings.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

- f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.
- g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and; at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 69352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the

information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

### III. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,
3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (In addition to those matters subject to state laws governing consultation) are applicable.

###  
**DRAFT**

**Draft Inyo County Tribal Consultation Policy Comparison Table**  
**December 15, 2015**

The following table summarizes how Inyo County's proposed draft Tribal Consultation Policy exceeds State requirements.

<b>State Law Requirement</b>	<b>Draft Policy's Additional Requirements</b>
None	Consistent Consultation Policy
Notice sent to list provided by Native American Heritage Commission	Notice sent to contact list provided by Tribes
Notice sent at least 90 days prior to consideration	Notice sent 30 prior to release of General Plan or Specific Plan
Notice sent at least 90 days prior to consideration	Notice sent 120 days prior to consideration
No number of meetings specified	Up to three meetings, unless more or fewer are agreed upon by the Consultation Committee
No timing of meetings specified	Timing of meetings shall be set by Consultation Committee
No location of meetings specified	Meetings shall generally be held at the Tribal offices
Consultation participants are not specified	Consultation shall be between elected officials, unless otherwise determined by the Consultation Committee
Meeting logistics not specified	The County shall be responsible for preparing the agenda and note-taking, disagreements about the agenda shall be discussed, notes shall be approved by the Consultation Committee
Process of information exchange not specified	Information exchange is detailed
No technical assistance allocated to Tribes	Planning Director provides technical information to the degree possible
Requires consultation only for tribal cultural resources	Specifies that additional topics not required by State law may be discussed, including, but not limited to, economic, environmental, cultural, social, and technological factors

# Draft Inyo County Tribal Consultation Policy Flowchart

## December 15, 2015

The following flowchart summarizes the process the County would follow under the Draft Tribal Consultation Policy.

