

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.

October 8, 2013

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(c)]** – Meet with legal counsel for discussion and advice regarding potential litigation (one case).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – Judith M. Hall, Charging Party v. County of Inyo/Inyo County Sheriff's Department U.S. EEOC Charge No. 485-2007-00299.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
7. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

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

9. **PUBLIC COMMENT**

10. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
11. **BOARD OF SUPERVISORS** – Request Board adopt a proclamation honoring John “Papa John” Marzano as the Inyo County 2013 Firefighter of the Year and present the award to Mr. Marzano.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Board of Supervisors – Supervisor Jeff Griffiths** – Request approval of the amended By-Laws of the Northern Inyo Airport Advisory Committee.

COUNTY ADMINISTRATOR - SHERIFF

13. **Emergency Services** - Request Board A) declare ESRI as a sole-source provider for GIS software and services; B) approve the purchase of the Enterprise License Agreement annual renewal in an amount not to exceed \$81,000; and C) approve the Enterprise License Agreement with ESRI for GIS software and maintenance, for a three year period beginning March 14, 2014, contingent upon the Board’s adoption of future budgets; and authorize the County Administrator to sign.

PUBLIC WORKS

14. Request approval of Amendment No. One to the Lease between the County of Inyo and Owens Valley Aviation, Inc. (Jim and Linda Marchio) for Hanger “A” at the Bishop Airport, extending the Lease for five years, from the current expiration date of June 30, 2014 to an expiration date of June 30, 2019, at the existing annual rental fee of \$19,662; and authorize the Public Works Director to sign, contingent upon the appropriate signatures being obtained.
15. Request approval of a resolution authorizing submittal of an application to the California Department of Transportation Division of aeronautics for a State matching grant in the amount of \$13,926 for preparation of the Federal Aviation Administration (FAA) funded Bishop Airport ALP Update and Narrative Report, accepting the allocation of State AIP matching funds, and authorizing the Public Works Director to sign the AIP Matching Grant Agreement and any other document required to apply for and accept these funds.
16. Request approval of a resolution authorizing submittal of an application to the California Department of Transportation Division of Aeronautics for a matching grant in the amount of \$23,957 for engineering for the FAA-funded Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project, accepting the allocation of State AIP matching funds, and authorizing the Public Works Director to execute the AIP Matching Grant Agreement and any other documents required to apply for and accept these funds.

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

17. **PUBLIC WORKS** – Request Board A) prioritize future Statewide Transportation Improvement Program (STIP) Road Projects and direct staff to complete project study reports on the top ranked projects; and B) authorize the Public Works Director to incorporate the list of projects recommended by staff into the list of projects described in the Action Element of the Inyo County Regional Transportation Plan.
18. **PUBLIC WORKS** – Request Board A) review the County projects to be programmed in the 2014 RTIP; B) approve two separate lists of projects for two different scenarios described and recommended by staff, and forward this to the Inyo County Local Transportation Commission; and C) authorize the Public Works Director to sign any documents related to the 2014 RTIP and to modify the scope of a possible County project to fit the available funding.
19. **PUBLIC WORKS – Workshop** - Request Board conduct a workshop regarding process to develop a strategy for the operation and maintenance of the community water systems owned by Inyo County (Lone Pine, Independence and Laws) and provide direction to staff.

20. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request direction regarding expenditure of remaining 2013-2014 Advertising County Resources budgeted for the Community Project Sponsorship Program Grant appropriation.
21. **CLERK OF THE BOARD** – Request approval of the minutes of the September 17, 2013 Board of Supervisors Meeting.

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

- 11:30 a.m. 22. **HEALTH AND HUMAN SERVICES – Mental Health Services** – Request Board approve an ordinance titled “An Ordinance of the Board of Supervisors for the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees” and repealing Ordinance No. 1174.
23. **COUNTY ADMINISTRATOR – SHERIFF – PUBLIC WORKS** – Request Board receive an update regarding the fundraising efforts of the ICARE organization for the construction of new animal shelter facilities.
- 1:30 p.m. 24. **CLERK-RECORDER – Elections – Workshop** - Request Board conduct a workshop regarding Elections Related State Budget Mandate Suspensions of AB 110.

CORRESPONDENCE - ACTION

25. **INYO COUNCIL FOR THE ARTS** – Request Board approve a resolution designating Inyo Council for the Arts as Inyo County’s partner to the California Arts Council.
26. **INYO COUNTY FISH AND WILDLIFE COMMISSION** – Request Board approve a \$2,000 expenditure from the Fine fund to the Eastern Sierra Wildlife Care for the continued care of injured animals.

BOARD MEMBERS AND STAFF REPORTS

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

27. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

28. **LICENSES** – Application for Alcoholic Beverage License for Country Kitchen in Big Pine.



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: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Presentation of the Annual Volunteer Firefighter of the Year Award

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation honoring John "Papa John" Marzano, retired Big Pine Fire Chief as the Inyo County 2013 Firefighter of the Year

SUMMARY DISCUSSION: The Inyo County Fire Chiefs Association is dedicated to promoting the volunteer fire districts that provide emergency firefighting services throughout Inyo County. In 2009, in an effort to promote and encourage volunteers to join their local volunteer fire departments, the Fire Chiefs Association created the Annual Firefighter of the Year Award. The Association accepts nominations from the various volunteer fire districts throughout the County each year and selects the Volunteer Firefighter of the Year from those nominated. The Association hopes that through this very prestigious award they will encourage volunteers to join their local fire volunteer fire departments. It is an honor to have the opportunity to bring this request before our Board. As you know our local volunteer firefighters are the first responders to the emergencies, which occur in our County. These are our neighbors and friends, who respond 24/7 when help is needed. They are the same people who are first to offer assistance when neighboring jurisdictions need help. It is a privilege and pleasure to recommend our Board approve a proclamation honoring the 2013 Firefighter of the Year, John Marzano, and to request the Board present the Annual Firefighter of the Year Award to this year's honoree.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: The Inyo County Fire Chiefs Association

FINANCING: - There is no fiscal impact associated with this action.

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: _____

PROCLAMATION
A PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, HONORING

JOHN MARZANO
INYO COUNTY 2013 FIREFIGHTER OF THE YEAR

Whereas, the Inyo County Fire Chiefs Association, dedicated to the preservation and improvement of the volunteer firefighting services throughout Inyo County, in 2009 created the Annual Firefighter of the Year Award; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its volunteer Fire Districts, is pleased to join with Inyo County Fire Chiefs and the other members of our Community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors and our visitors safe in times of emergencies; and

Whereas, the 2013 Annual Fire Fighter of the Year Award recipient, recently retired Big Pine Fire Chief, John Marzano, affectionately known as "Papa John" joined the Big Pine Fire Department over 54 years ago; and

Whereas, over the past 54 years of volunteering on the Big Pine Fire Department John has worn many hats, serving his community and the County with distinction and honor on a level few ever achieve, but many hope to match; and

Whereas, in 1959 when "Papa John" settled his family in Big Pine, he joined the Big Pine Volunteer Fire Department, where he has served as a volunteer fire fighter, Assistant Chief and Chief; and

Whereas, under John's leadership the Big Pine Volunteer Fire Department has flourished and grown into one of the most professional and dedicated group of volunteers and first responders that, as a Department, support and protect not only their community, but the entire County setting a standard of excellence to be envied; and

Whereas, "Papa John" most recently was responsible for the Department's new garage that houses Ambulance Sierra 35 and in the past was instrumental in getting the new training tower that is utilized countywide to keep our volunteers trained in the best and most effective firefighting techniques; and

Whereas, as the Chief of the Big Pine Volunteer Fire Department and in his active retirement, John Marzano remains a leader who mentors his fellow fire fighters, perseveres in working towards improving local training opportunities, supports cooperation between departments, and offers encouragement to the volunteers that continue to look to "Papa John" for guidance, accomplishing all of this while he remains a dedicated husband, father, grandfather and great grandfather; and

Whereas, Retired Fire Chief Marzano has continued to demonstrate his lifelong commitment, love and dedication to his community through his unparalleled service to the Big Pine Volunteer Fire Department, setting the example for all to follow.

Now, Therefore, Be It Proclaimed, this 8th day of October, 2013, that the Inyo County Board of Supervisors in recognition of more than 54 years of dedicated service Retired Big Pine Volunteer Fire Chief John "Papa John" Marzano has given to the community of Big Pine and the County of Inyo, is proud to join with the Inyo County Fire Chiefs Association in honoring *John Marzano Inyo County 2013 Volunteer Fire Fighter Of The Year* and extends its congratulations, heartfelt appreciation and thanks to "Papa John", for his tireless efforts, dedication and personal commitment to the citizens of the Inyo County and commends him on being a shining example of what it means to be a Volunteer and community partner.

Inyo County Board of Supervisors

Chairperson Linda Arcularius, First District Supervisor

Jeff Griffiths, Second District Supervisor

Rick Pucci, Third District Supervisor

Mark Tillemans, Fourth District Supervisor

Matt Kingsley Fifth District Supervisor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: SUPERVISOR JEFF GRIFFITHS

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Approval of Amended By-Laws for the Northern Inyo Airport Advisory Committee

DEPARTMENTAL RECOMMENDATION:

That your Board approve the amended By-Laws of the Northern Inyo Airport Advisor Committee (attached).

SUMMARY DISCUSSION:

The Northern Inyo Airport Advisory Committee requested that it be able to appoint non-voting members to the advisory committee, which members would be permitted limited participation in matters considered by the Committee. Recently a local student expressed interest in participating as a non-voting member of the committee. The advisory committee believes it would be beneficial to allow non-voting members to participate, particularly students who have expressed an interest in aviation. The Committee has approved the changes and is requesting that your Board accept and approve to amended by-laws.

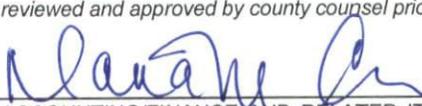
ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Northern Inyo Airport Advisory Committee
County Counsel – drafted the amended by-laws

FINANCING:

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>yes</u> Date <u>9/10/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) n/a 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.) n/a 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: _____

BY-LAWS OF THE NORTHERN INYO
AIRPORT ADVISORY COMMITTEE
BISHOP, CALIFORNIA

ARTICLE I

Name & Purpose

- A. Name and Legal Basis. This Committee was established by Resolution No. 75-20 of the Inyo County Board of Supervisors on February 18, 1975, Resolution No. 93-72 of the Inyo County Board of Supervisors on December 7, 1993 and Resolution No. 2008-34 of the Inyo County Board of Supervisors on August 19, 2008 and shall be known as Northern Inyo Airport Advisory Committee.
- B. Purposes. In establishing the committee, the Board of Supervisors found that the Northern Inyo Airport Advisory Committee would be in the best interests of the County so far as airport planning and other aspects of aviation are concerned. The Board also stated that it is the duty of the Northern Inyo Airport Advisory Committee to serve at the will of the Board and make recommendations on all aspects of aviation and airport planning.

ARTICLE II

Committee, Term, Vacancy, Voting

- A. Number on Committee. The Northern Inyo Airport Advisory Committee is composed of five (5) regular members and one (1) alternate member who shall have voting privileges only when replacing a regular member who is absent from a meeting, all of whom are appointed by the Board of Supervisors. Members will serve without compensation.

- B. Length of Term. All members are appointed to a four (4) year term, and may be recommended by the Committee for re-appointment. The recommendation will be forwarded to the Board of Supervisors for approval.
- C. Vacancies. A vacancy shall be filled by the Board of Supervisors. If requested by the Board, the committee shall review and make recommendations concerning applicants for committee membership.
- D. Voting. Each Committee member present shall be entitled to one vote at any meeting of the Northern Inyo Airport Advisory Committee.
- E. Non-Voting Members. The Committee may appoint additional non-voting members to provide input and discussion on agenda items and matters impacting the airport. The non-voting members shall be provided copies of of all agenda packets and minutes in the same manner as Committee members. The non-voting members shall not be included when determining quorum requirements for the Committee.

ARTICLE III

Officers & Terms

- A. Officers. The officers of the Northern Inyo Airport Advisory Committee shall consist of a Chairman, Vice-Chairman, and Secretary.
- B. Elections & Terms. The Chairman, Vice-Chairman, and Secretary shall be elected annually, at the January meeting, by the Northern Inyo Airport Advisory Committee, to serve for a term of one (1) year or until replaced. If for any reason such election cannot occur at the January meeting, it shall take place as soon thereafter as is practicable.
- C. Duties. The officers shall carry out those duties and functions normally associated with their respective offices, as follows:

1. Chairman –
 - a. The Chairman shall preside at all meetings.
 - b. The Chairman shall be responsible for observing and applying the rules and procedures for meeting.
 - c. The Chairman shall develop the agenda for meetings and ensure its posting according to County policy and State law.
 - d. The Chairman shall develop the Report of Committee Actions
2. Vice-Chairman –
 - a. The Vice-Chairman shall act as Chairman in the absence of the Chairman.
3. Secretary –
 - a. The Secretary shall commit the specific language of motions being considered to writing before votes are taken.
 - b. The Secretary shall take and maintain minutes of all meetings.
 - c. The Secretary shall be responsible for preparing all correspondence of the Committee.

ARTICLE IV

Committee Duties

- A. Duties. The Committee shall act in an advisory capacity to the Board of Supervisors in promoting, aiding, and encouraging the public use and development of the Bishop Airport and its ancillary facilities. Specifically, the Committee shall: advise the Board on issues that come before the Committee; establish general procedures for the Committee; study and make recommendations to the Board of Supervisors on the improvement and

development of the Bishop Airport facilities and seek additional sources of funding by e.g. identifying grants and other potential Airport resources.

B. Report of Committee Actions Committee Actions will be reported as follows:

1. Within two (2) weeks of a committee meeting the Chairman shall develop a Report of Committee Action. The report shall include the date of the meeting, the specific language of actions taken, a tally of the votes taken, and such background and discussion information the Chairman deems appropriate. The report shall be forwarded to (1) the office of Inyo County Public Works for distribution to the Public Works Director; (2) the Clerk of the Board of Supervisors for distribution to members of the Board of Supervisors; and (3) the Airport Manager for posting at the Airport bulletin board.
2. By a majority vote, the committee may authorize the Public Work Director, Chairman, or his designee, and up to one additional committee member, to present a report of committee action at a Board of Supervisors meeting.

ARTICLE V

Meetings

- A. Meetings. Regular meetings of the committee shall take place on the first Monday of each calendar quarter. The committee shall meet a minimum of four times per year. The time and place of such meetings to be determined by the Committee. Special meetings may be called and conducted on an as needed basis. All meetings of the Committee shall be called, noticed, and conducted according to the provisions of the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

- B. Quorum. Three (3) members of the Committee shall constitute a quorum, necessary for conducting business. Once a quorum is established, the affirmative vote of a simple majority of those present shall be required to take action on an item
- C. Attendance. Regular attendance at meetings is expected of all Committee members. Any Committee member who fails to attend three (3) consecutive meetings, unless excused by the Committee, may be subject to dismissal. In that event, the Committee shall consider whether to recommend that the Board of Supervisors remove the member. If the Committee votes to make such a recommendation, the Secretary shall convey that decision and recommendation, and the reason therefor, to the Board of Supervisors for consideration and action.
- D. Adoption of By-Laws. Following their adoption by the Committee, these by-laws may be repealed or amended by a vote of at least three members at any meeting of the Committee.

PASSED AND ADOPTED by the Northern Inyo Airport Advisory Committee, this 7th day of May 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CHAIRPERSON,
NORTHERN INYO AIRPORT ADVISORY
COMMITTEE

Attest:

By: _____
DAVE PATTERSON
SECRETARY



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: Sheriff's Department / Disaster Services

FOR THE BOARD MEETING OF: ~~September 17, 2013~~ **OCTOBER 8, 2013**

SUBJECT: Request approval to purchase.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board approval to purchase Enterprise License Agreement (ELA) renewal in amount not to exceed \$81,000; and,
- B) Request Board approval for ESRI to be the sole source provider in this agreement; and,
- C) Request Board authorization for County Administrator, Kevin Carunchio to sign on behalf of the County of Inyo to enter into a three-year Enterprise License Agreement with ESRI to begin on March 14, 2014 (when our current license expires)-contingent upon adoption of future budgets.

SUMMARY DISCUSSION:

Inyo County strives for technical compatibility with other agencies. At present, every local response agency's Geographic Information System (GIS) is based on ESRI's GIS software. The Enterprise License Agreement will assist the County of Inyo, as well as Bishop Police and Bishop Fire, (both of whom are partnering agencies and part of the Authorized Body for the Homeland Security Grants), in providing a three-year GIS use license. ESRI is the only vendor that provides this specific software and service.

The ELA requires a three-year commitment; and will be paid for by the 2011 Homeland Security Grant, and the 2012 Homeland Security Grant; this purchase has been approved by CalOES. After the ELA is effective the need to purchase individual annual licenses will be eliminated until the three years concludes. This is a purchase that pursuant to grant guidelines and milestones must be paid for prior to the expiration of the 2011 and 2012 Homeland Security Grants.

ALTERNATIVES:

Your Board could choose not to approve ESRI as a sole source provider, but this alternative is not recommended.

OTHER AGENCY INVOLVEMENT:

County Departments, Bishop Police, Bishop Fire

FINANCING:

The FY11 and FY12 Homeland Security Grants will fund the purchase of the ELA; expend \$40,027 out of Homeland Security Grant number 623711, and \$40,973 out of Homeland Security Budget 623712, object code 5177.

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>Margaret Kaplinski</u> Date: <u>09/13/2013</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>9/18/2013</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)

[Signature] u/s

Date: 9-18-13



**REGIONAL GOVERNMENT
ENTERPRISE LICENSE AGREEMENT
(E214-RG1 12/07/2012)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Regional Government Enterprise License Agreement ("ELA") is by and between County of Inyo ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of Customer's signature below or, if no date is provided with the signature, the date of Esri's receipt of Customer's order citing this ELA. This ELA grants Customer certain rights to use and Deploy specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA. This ELA authorizes the entities listed in Exhibit 3 ("Authorized Entity") to use specific Esri Products, provided Authorized Entity signs and returns (executes) the attached Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA. Customer may not Deploy any Enterprise Products to an Authorized Entity until Customer has received the executed the Authorized Entity Acknowledgment Statement and submitted it to Esri.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Customer agrees that additional terms and conditions in or with Customer's order or addendum will not apply and that the terms of this ELA will govern.

ENTERPRISE PRODUCT SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image Extension

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri International User Conference Registrations provided annually	2
Number of Tier 1 Help Desk Individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Customer may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com; or faxing it to 909-307-3083. ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDER WILL NOT APPLY AND THE TERMS OF THIS ELA WILL GOVERN.

ACCEPTED AND AGREED:

County of Inyo
(Customer)

By: _____
Signature

Printed Name: Kevin D. Carunchio

Title: County Administrative Officer

Date: _____

Esri EIN Number: **95-2775732**

Effective Date: March 15, 2014

Customer Contact Information

Contact Name: Brandon Shults

Address: PO Box 477

City, State, ZIP: Independence, CA 93526

Telephone: 760-878-0314

Fax: 760-872-2712

E-mail: bshults@inyocounty.us

ELA Quotation Number: 20430904

Esri Contract Number: _____

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing ASP Solutions, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed by Customer and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Customer for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Customer for the Regional Government ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Product Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Licensee" means Customer and Authorized Entity. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are

consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at <http://www.esri.com/legal>).

- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Customer point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Products are licensed and not sold. Esri and its licensors own the Enterprise Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Online Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License to Customer. Subject to the terms and conditions of this ELA, Esri grants to Customer a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Customer's own internal use for a term concurrent with this ELA.
- b. Deploy licenses listed under Limited Quantities for internal use to either Customer or an Authorized Entity for the term of this ELA.
- c. Access and use any secure Esri website resources made available to Customer for Customer's internal use, provided that Customer follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Only Deploy Enterprise Products to an Authorized Entity that has signed the Authorized Entity Acknowledgment Statement and has provided a copy to Esri.
- e. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—

Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. *Software*. Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data*. Data terms of use are set forth in Addendum 2.
- c. *Online Services*. Terms of use for Online Services are set forth in Addendum 3.
- d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: This Addendum 4 does not apply to this ELA.

3.2 Grant of License to Authorized Entity. Subject to the terms and conditions of this ELA, Esri grants to each Authorized Entity a limited-term, personal, nonexclusive, nontransferable Term License solely to

- a. Receive and use Deployed quantities (provided by Customer) of the Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA;
- b. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information; and
- c. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

3.3 Consultant Access. Subject to Section 3.1 or 3.2, Licensee may provide access to and use of the Enterprise Products to any consultant or contractor of Licensee, provided consultant and contractor use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Enterprise Products delivered, Licensee may
 - (1) Install and store selected Enterprise Products on electronic storage device(s);
 - (2) Make archival copies and routine computer backups;
 - (3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
 - (4) Move the Software in the licensed configuration to a replacement computer; and
 - (5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

- b. *Commercial Application Service Provider Use*. Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."
- e. *Font Components*. While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
- b. Act as a service bureau or commercial application service provider (Commercial ASP);
- c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
- d. Redistribute the Enterprise Products to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Enterprise Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
- h. Store, use, upload, or transmit content or otherwise use Enterprise Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;

- j. Unbundle or independently use individual or component parts of the Enterprise Products;
- k. Allow Authorized Entity to Deploy any Enterprise Products;
- l. Add a new or additional Authorized Entity as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Authorized Entity may result in an increase in the ELA Fee;
- m. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the Term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Esri or Customer may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Customer to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Esri or Customer may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

5.5 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this ELA with Customer. The breaching Authorized Entity will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of Authorized Entity, any licenses for Deployments provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this ELA, including enforcement of the ELA with respect to such Authorized Entity. There will be no reduction in the ELA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

5.6 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this ELA, Authorized Entity may

terminate; however, there will be no decrease in the ELA Fee as a result.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. DATA, SAMPLES, PATCHES, UPGRADES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT THE ENTERPRISE PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ENTERPRISE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Customer for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation, ceases using Online Services, and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS;

LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF ENTERPRISE PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR ENTERPRISE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringes a US patent, copyright, or trademark provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If the Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund a portion of the ELA fees paid by Customer in the current fee payment period. The refund will be calculated for the time

remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications are provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Esri reserves the right to update the Regional Government Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed during the Term, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Enterprise Product Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Customer reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Enterprise Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

9.10 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

9.11 Entire Agreement. This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by Customer

- (1) Customer shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees' authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support

analysts shall obtain a full description of each reported incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve incidents.

- (5) The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to all Licensees. If the Tier 1 Help Desk cannot resolve the incident, an authorized Tier 1 Help Desk individual may contact Esri Technical Support.
- (6) Tier 1 Help Desk individuals identified by Customer are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Customer may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
- (5) When the incident is resolved, Esri shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

- a. Customer shall issue an order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial order from Customer, Esri shall authorize download of the Enterprise Products to Customer for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Customer acknowledges that should such taxes become due, Esri has a right to invoice and Customer agrees to pay any such sales or use tax associated with its receipt of tangible media.

- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Customer shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Customer's centralized point of contact.
- b. The following information shall be included in each order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due
 - (4) On the face page of an order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI REGIONAL GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Online Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support Policy, available at help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based on Licensee's then-current population count.

13.4 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.

**EXHIBIT 1
SCOPE OF USE**



**EXHIBIT 1
SCOPE OF USE
(E300 12/07/2012)**

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p>Desktop</p> <ul style="list-style-type: none">▪ Address Coder (22; Addendum 2, Note 7)▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1)▪ ArcGIS for AutoCAD (20)▪ ArcLogistics<ul style="list-style-type: none">– Desktop (Addendum 2, Note 1; Addendum 2, Note 2)– Using ArcGIS Online (20; 46; Addendum 2, Note 1)– Using ArcGIS for Server (20; 46; Addendum 2, Note 1)– Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcReader (20; Addendum 2, Note 1)▪ ArcView 3.x and Extensions (17)▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Maps for Office (Addendum 2, Note 1)▪ Sourcebook•America (20; Addendum 2, Note 8)▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) <p>Server</p> <ul style="list-style-type: none">▪ ArcGIS for Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Cloud Bundle (10; Addendum 3—Common Terms)▪ ArcGIS for Server Extensions<ul style="list-style-type: none">– ArcGIS for INSPIRE (8; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Business Analyst Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)– Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)▪ Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1)▪ Esri Tracking Server (31)▪ Esri Maps for IBM Cognos (53)▪ Esri Maps for SharePoint (Addendum 2, Note 1) <p>Developer Tools</p> <ul style="list-style-type: none">▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1)▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26)▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1)▪ ArcGIS Runtime (18; 59; Addendum 2, Note 1)▪ ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1)▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1)▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none">▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 2; Addendum 2, Note 11)
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Notes

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online Organization Account included with ArcGIS for Transportation Analytics. The ArcGIS Online Organization Account can be used for any purpose subject to the terms of this License Agreement.
- 2–7. Reserved.
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9. User-developed ArcGIS for Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS for Desktop) may not be copied.
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- Applications may be subject to deployment fees owed to Esri. Contact Esri or Licensee's distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. Licensed as a Deployment License. The Deployment License is per application per computer. Deployment Licenses may not be used for Internet or server deployment. Deployment Licenses for desktop application(s) may be subject to payment of additional license fees.
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20. Licensee may reproduce and deploy the Software provided all the following occur:
 - a. The Software is reproduced and deployed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as the License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
 - a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;
 - b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - c. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Reserved.

24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in [Addendum 3](#), Online Services Addendum.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. ArcGIS for Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS for Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–45. Reserved.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may develop and distribute software or web applications that use Esri File Geodatabase API to Licensee's end users.
- 48–52. Reserved.
53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.
- 55–58. Reserved.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of ArcGIS Standard or Advanced Deployment Licenses that have been purchased. There is no license fee or restriction on the number of ArcGIS Runtime Basic licenses deployed.
60.
 - a. ArcGIS Runtime SDK licenses shall not be used to develop Internet or server applications;
 - b. For ArcGIS Runtime Standard or Advanced:
 - (i) An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
 - (ii) Licensees building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime.
 - (iii) A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
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66. For desktop applications or SharePoint, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ NAVTEQ Traffic Data (11; Addendum 1, Note 1) ▪ ArcLogistics Data (2) 	<ul style="list-style-type: none"> ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)
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Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS: StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics; ArcLogistics Data*: StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, ArcGIS for Transportation Analytics, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf. NAVTEQ data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
- Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
 - NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data*: Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](#).
 - Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
 - NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
 - a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
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11. *ArcGIS for Transportation Analytics—NAVTEQ traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. NAVTEQ traffic data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. NAVTEQ traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. NAVTEQ traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. NAVTEQ traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of NAVTEQ traffic data.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" means individuals that do not qualify as Named Users but have limited access to Online Services.
- b. "API" means application programming interface.
- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- f. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for Education Plan accounts, registered students; whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords. Named Users have access to features of Online Services that are not accessible to Anonymous Users. Named Users' access to features of Online Services may be constrained by Named Users type as defined for specific Online Services and as described in the applicable Ordering Document or other product documentation.
- g. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- h. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- i. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- j. "Value-Added Application" means an application developed using the Developer Tools and Online Services as enabled through Licensee's use of Online Services and that includes functions or features that do not expose native Online Services directly to Licensee's end users. Licensee is prohibited from exposing native Online Service capabilities substantially similar or equivalent to those provided to Licensee by Esri.
- k. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.7 Attributions. Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement, exceeds Licensee's usage limits, and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperability between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)	<ul style="list-style-type: none">▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Redistricting Online (2; Addendum 2, Note 1)▪ MapStudio (2a; 4; Addendum 2, Note 1; Addendum 2, Note 9)
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Notes

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online Plan account for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - c. For ArcGIS Online ELA and Organization Plan accounts:
 - i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

- (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.
- e. ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online Organization, Education, NGO/NPO, or ELA Plans.
- f. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to license ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- g. The terms "Online ELA account," "Organization Plan account," "Public Plan account," and "Education Plan" account refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Content and Task Services:
- a. The following ArcGIS Online Content and Task Services are not subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
 - i. *Map Services, Imagery Services, and Geometry Services*: Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://links.esri.com/ago/transactiondef>.
 - ii. *Standard Task Services (available at <http://tasks.arcgisonline.com>)*: Licensee may put these services to any use consistent with these terms of use, subject to the following:
 - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
 - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - iii. *Subscription Task Services (available at <http://premiumtasks.arcgisonline.com>)*: Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.

- iv. *Sample Services*: Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

The following ArcGIS Online Service is subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage:

ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>): Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).
5. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1)	▪ Home Use Program (3)
▪ Grant Programs (2)	▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs*: Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs*: Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program*:
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support**. Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs*: If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

**EXHIBIT 2
TRAINING ADDENDUM**



EXHIBIT 2
TRAINING ADDENDUM
(E207SET 12/06/2012)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's

participation due to US government export regulation requirements, course scheduling changes, or cancellations.

- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

**EXHIBIT 3
AUTHORIZED ENTITY LIST**

1. Authorized Entity Name: City of Bishop Police
Department

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

2. Authorized Entity Name: City of Bishop Fire
Department

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

EXHIBIT 4
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy the Enterprise Products identified in the Enterprise Product Schedule of this ELA.

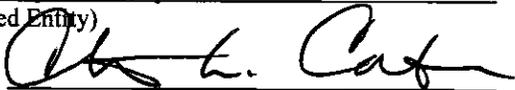
Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Bishop Police Department ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

City of Bishop Police Department
(Authorized Entity)

Signature: 

Printed Name: CHRIS CARTER

Title: CHIEF OF POLICE

Date: 9-24-13

EXHIBIT 4
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

City of Bishop Fire Department
(Authorized Entity)

Signature: 

Printed Name: Ray J. Zeina

Title: Fire Chief

Date: 9-26-13



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/25/2013 To: 10/23/2013

Quotation # 20430904

Date: July 25, 2013

Customer # 395771 Contract #

County of Inyo
 GIS Dept
 168 N Edwards St
 Independence, CA 93526

ATTENTION: Carma Roper
 PHONE: (760) 878-0395
 FAX:

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 1)	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 2)	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 3)	25,000.00	25,000.00
			Item Total:	75,000.00
			Subtotal:	75,000.00
			Sales Tax:	6,000.00
			Estimated Shipping & Handling(Surface Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$81,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Michael Martinez Email: mike_martinez@esri.com Phone: (909) 793-2853 x3981

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
 This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.
If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

MARTINEZM **This offer is limited to the terms and conditions incorporated and attached herein.**



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

14

FROM: Public Works

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Bishop Airport Hangar "A" lease extension

DEPARTMENTAL RECOMMENDATIONS: 1). The County of Inyo Department of Public Works respectfully requests your Board consider extending the existing lease with Owens Valley Aviation, Inc. (Jim and Linda Marchio) from its current expiration date of June 30, 2014 to June 30, 2019. The proposed five (5) year extension of the lease for Hangar "A" at the Bishop Airport would continue all terms and conditions of the existing lease including the annual rental fee of \$19,662. And 2). Authorize the Public Works Director to sign the Lease Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Since the Lease Agreement inception date of July 6, 2009, Owens Valley Aviation, Inc./Marchio has completed approximately \$115,000 in capital improvements to the County owned Hangar "A" at the Bishop Airport. They are desirous of investing an additional \$50,000 - \$60,000 within the current calendar year to insulate the entire 26,000 square foot building. The proposed lease extension provides additional justification for an improvement that will significantly increase future operating efficiency. All previous and future improvements to the County owned facilities become the property of the County upon expiration/termination of the lease agreement.

ALTERNATIVES: The Board could deny the extension request and direct staff to renegotiate the terms of the existing lease.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor Controller and Risk Manager.

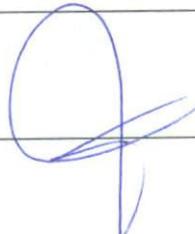
FINANCING: Extension of the lease will result in total revenues of \$98,310 (budget unit 150100, object code 4311).

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>yes</u> Date <u>9/27/2013</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>9/27/13</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)



Date: 10/2/13

**AMENDMENT NUMBER ONE TO
COUNTY OF INYO LEASE OF HANGER A
EASTERN SIERRA REGIONAL AIRPORT BY AND BETWEEN COUNTY OF INYO
AND OWENS VALLEY AVIATION, INC., a California Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Owens Valley Aviation, Inc., a California Corporation (hereinafter referred to as "Lessee"), have entered into an Agreement for the Lease of a facility know as Hanger A at the Eastern Sierra Regional Airport, for the term from July 1, 2009 and continuing through and including June 30, 2014.

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

WHEREAS, such Agreement provides that it may be modified, changed, or amended at any time by the mutual written consent of Lessee and County.

County and Lessee hereby amend such Agreement as follows:

Replace Section 3. INITIAL TERM AND OPTIONS, with:

The term of the Lease will be for 10 years beginning July 1, 2009 and continuing through June 30, 2019.

This Amendment shall be effective upon signature of all parties.

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

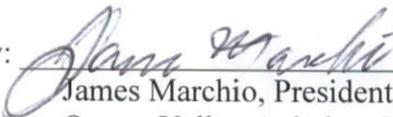
**AMENDMENT NUMBER ONE TO
COUNTY OF INYO LEASE OF HANGER A
EASTERN SIERRA REGIONAL AIRPORT BY AND BETWEEN COUNTY OF INYO
AND OWENS VALLEY AVIATION, INC., a California Corporation**

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

COUNTY OF INYO

LESSEE

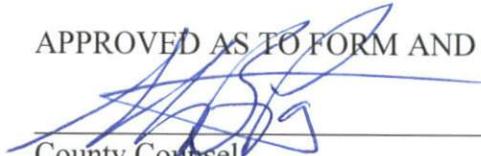
By: _____
Clint G. Quilter
Director, Department of Public Works

By:  _____
James Marchio, President
Owens Valley Aviation, Inc.,
a California Corporation

Dated: _____

Dated: 10/2/13

APPROVED AS TO FORM AND LEGALITY:

 _____
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

**ASSIGNMENT OF COUNTY OF INYO
LEASE OF HANGER A
EASTERN SIERRA REGIONAL AIRPORT**

THIS AGREEMENT IS MADE on FEB 24TH, 2010, by and between JAMES MARCHIO and LINDA MARCHIO, husband and wife (the "Assignor") and OWENS VALLEY AVIATION, INC., a California corporation (the "Assignee").

Recitals

THE COUNTY OF INYO, a political subdivision of the State of California, as Lessor, and Assignor, as Lessee, executed a lease of Hanger A at the Eastern Sierra Regional Airport east of Bishop, California, on July 6, 2009;

By the terms of the lease, a copy of which is attached to this Assignment as Exhibit "A," the property described therein was leased to Assignor as Lessee for a term of five (5) years, commencing on July 1, 2009, and ending on June 30, 2014; and

By the terms of the lease, Assignor agreed not to assign said lease, or any interest therein, without first obtaining the written consent of Lessee, and

By the terms of the lease, Lessor and Assignee contemplated "that assignment of this Lease to a California corporation whose shares are wholly owned by Lessees shall be an assignment acceptable to the County," and

Assignee is a corporation, organized and existing under the laws of California, with its principal office in the City of Bishop, County of Inyo, State of California, all of whose shares are wholly owned by JAMES MARCHIO and LINDA MARCHIO, husband and wife; and

Assignor now desires to assign the lease to Assignee, and Assignee desires to accept the lease's assignment;

THEREFORE, Assignor and Assignee agree as follows:

Assignment

For value received and in consideration of the sum of TEN DOLLARS (\$10.00), receipt of which is acknowledged, and the agreement of Assignee, set forth below, Assignor assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the lease attached to this assignment as Exhibit "A," and Assignee agrees to and does accept this assignment. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations, required to be kept, performed, and fulfilled by Assignor as Lessee under the lease, including the making of all payments due to or payable on behalf of Lessor under the lease when due and payable.

Executed at Bishop, California, on the day, month and year first above written.

ASSIGNOR:

James Marchio
JAMES MARCHIO

Linda Marchio
LINDA MARCHIO

ASSIGNEE:

OWENS VALLEY AVIATION, INC.,
a California corporation

by

James Marchio
JAMES MARCHIO
President

Consent of Lessor

The undersigned is the Lessor in the lease described in the above assignment and consents to this Lease's assignment to OWENS VALLEY AVIATION, INC., waiving none of the Lessor's rights under the lease as to the Assignee and hereby expressly releasing the Lessee from any further liability or obligation under the terms of the lease. *James Marchio*
James Marchio President

Date: _____

THE COUNTY OF INYO

by

Director
Department of Public Works

Approved as to form and legality:

Inyo County Counsel

COPY

COUNTY OF INYO
LEASE OF HANGER A
EASTERN SIERRA REGIONAL AIRPORT

THIS LEASE AGREEMENT, made and entered into this 6th day of July 2009, by and between James and Linda Marchio, husband and wife, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

WHEREAS, County owns a facility known as Hangar A at the Eastern Sierra Regional Airport, which is located on land leased by the County from the City of Los Angeles and on an airport easement from the City of Los Angeles to County; and

WHEREAS, Lessee desires to manage Hanger A, including renting space within the hanger to third parties and assuming responsibility for maintenance of the hanger; and

WHEREAS, County desires to grant to Lessee the right to manage and operate Hanger A.

SECTION 1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Ted Pederson, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by James and Linda Marchio.

SECTION 2. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Eastern Sierra Regional Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as Hanger A.

SECTION 3. INITIAL TERM AND OPTIONS.

The term of the Lease will be for five years beginning July 1, 2009 and continuing through and including June 30, 2014.

SECTION 4. ASSIGNMENT OF EXISTING TIE-DOWN LEASES.

The County hereby assigns to Lessee the rights and obligations, including payments due to County, of any existing leases for aircraft tie-down rentals within the Leased Premises.

SECTION 5. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at

Lease of Hanger A
Eastern Sierra Regional Airport

1
EXHIBIT A

052909

least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION 6. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of nineteen thousand, six hundred and sixty two dollars (\$19,662.00). Lessee agrees to pay County said amount in installments of four thousand nine hundred and fifteen dollars and fifty cents (\$4,915.50) per quarter in advance, beginning on June 1, 2009, and payable on the first of each County fiscal quarter thereafter during the term of this lease, or any extension thereof.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

SECTION 7. USE OF PREMISES.

The premises are to be used for an aircraft hanger for Lessee's operations and for storage of aircraft and for aircraft operations by sublessees. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION 8. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION 9. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises.

SECTION 10. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION 11. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION 12. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION 13. UTILITIES.

All charges for utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee.

SECTION 14. MAINTENANCE.

Lessee agrees to maintain the Leased Premises and any improvements thereon in good condition and as reasonably required by the County throughout the term of the Lease. Such maintenance includes, but is not be limited to: plumbing, electrical, hangar door operation, heating and air conditioning, lighting, air compressors, roof and exterior siding and aprons and tie-down areas within the Leased Premises.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repair, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, and Lessee will be responsible for paying the costs.

SECTION 15. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION 16. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. Upon installation, all permanent alterations or improvements to the Leased Premises, other than removable personal property, are the property of the County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION 17. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County

shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION 18. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION 19. WORKERS' COMPENSATION.

Lessee 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.

SECTION 20. INSURANCE.

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupation and use of the Leased Premises and the results of that work by the Lessee, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Lessee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ n/a per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured

retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Lessee shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

SECTION 21. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the Leased Premises, or arising out of Lessee's operation of the Leased Premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, employees or Lessee's lessees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the Leased Property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased

property.

SECTION 22. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION 23. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION 24. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION 25. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

SECTION 26. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the one hundred eightieth (180th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION 27. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION 28. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or encumber its leasehold estate, or any interest

therein, without first obtaining the written consent of County. Any such assignment shall not release Lessee from liability hereunder, and any assignee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions. The parties contemplate that assignment of this Lease to a California corporation whose shares are wholly owned by Lessees shall be an assignment acceptable to the County.

Lessee shall manage the Leased Premises. Lessee may sublet portions of the Leased Premises for aircraft parking and aircraft operations purposes. Any rental agreement or sub-lease used by Lessee shall by reference include the provisions of this lease and the Grant Agreement Assurances (Section 24) and shall comply with provisions of the Master Lease (Section 8). The form of such rental agreement or sub-lease shall be approved by County prior to use. Lessee may charge no more than the sum set by the most current Resolution or Ordinance of the Inyo County Board of Supervisors for hangar tie-down spaces. Any rental agreements or sub-leases with third parties shall clearly reflect that such agreements are between Lessee and the third party and that County is not a party to those agreements.

Upon the termination of this Lease and acceptance by County, the rights and obligations of all such subleases and rental agreements are assigned to County.

SECTION 29. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION 30. MECHANICS LIEN.

Lessee agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION 31. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION 32. WAIVER.

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION 33. DEFAULT.

If Lessee shall default in the payment of rent and such default shall continue for three days after notice thereof in writing to the Lessee; or if Lessee defaults in other agreements, stipulations, covenants or other obligations of this lease and such default shall continue for thirty days after notice thereof in writing to the Lessee, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default; then and in either event, County may terminate this Lease and take immediate possession of the leased premises or any part thereof and expel and remove the Lessee and each and every person or persons in or on the leased premises or any part thereof, with or without process of law, using such force as may be reasonably necessary to recover possession of the leased premises.

SECTION 34. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION 35. ATTORNEY'S FEES AND COSTS

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION 36. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 37. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION 38. ACCOUNTING.

Lessee agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of the Leased Premises. Said records shall include accounting for all income from subleases or rental agreements. Said records shall be available to County for inspection at all times. Lessee shall make available for auditing purposes its accounting

records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County.

SECTION 39. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION 40. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes and replaces all previous agreements between the parties now existing in regard to Hanger A, whether pursuant to a written lease or a month-to-month tenancy and regardless of the form and legal nature of the Lessee.

SECTION 41. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION 42. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

<u>Dept. of Public Works</u>	Department
<u>P.O. Drawer Q</u>	Street
<u>Independence, CA 93526</u>	City and State

LESSEE

<u>James and Linda Marchio</u>	Name
<u>P.O. Box 1177</u>	Street
<u>Bishop, CA 93515</u>	City and State

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COUNTY OF INYO
LEASE OF HANGER A
EASTERN SIERRA REGIONAL AIRPORT

Initial Term of Lease:
July 1, 2009 through June 30, 2014

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 6th
day of July, 2009.

LESSOR

LESSEE

County of Inyo

By Ted Redman
Director, Department of Public Works

James and Linda Marchio
Signature

James and Linda Marchio
Type or Print Name

Date: 7/6/09

Date: 6/5/09

Approved as to form and legality:

Ridley
County Counsel

Approved as to accounting form and content:

Nita Lindsay
County Auditor

Approved as to insurance and risk management:

M. Barber
County Risk Manager

Lease of Hanger A
Eastern Sierra Regional Airport



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

15

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Resolution approving the application for a state matching grant for the preparation of the Bishop Airport Layout Plan (ALP) Update and Narrative Report.

DEPARTMENTAL RECOMMENDATIONS: Approve the resolution authorizing submittal of an application to the California Department of Transportation Division of Aeronautics (CDA) for a state matching grant in the amount of \$13,926.00 for preparation of the Federal Aviation Administration (FAA)-funded Bishop Airport ALP Update and Narrative Report, accepting the allocation of state AIP matching funds, and authorizing the Public Works Director to execute the AIP Matching Grant Agreement and any other documents required to apply for and accept these funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the September 17, 2013 meeting of the Board of Supervisors, the Board approved execution and acceptance of FAA Grant Offer No. 3-06-0024-15-2013 to fund preparation of the Bishop Airport ALP Update and Narrative Report.

The objective of the project is to prepare an updated airport plan meeting new FAA requirements and standards; to establish an adequate yet economical schedule for development of designated airport facilities to meet the varying degrees of demand; and to prepare planning-level cost estimates for future projects. The anticipated benefits include updating the Bishop Airport Layout Plan Set; establishing future project costs and priorities, and; improving the management, operations, and development process for the airport.

The scope of work for the project is obtaining basic planning data by collecting a base of reference materials; obtaining current photographs and planimetric maps; developing detailed forecasts of aviation activities in the short, intermediate, and long-range time frames; determining facility requirements to meet forecasts of future aviation demand; preparing an Airport Layout Plan Set; establishing a capital improvement program and development costs; preparing a report describing the considerations and analyses made during the study, and presenting results and recommendations.

The project is eligible for funding by the FAA's Airport Capital Improvement Program, which will fund up to ninety percent of the estimated project expenses. The CDA will provide a matching grant equal to five percent of the FAA grant. The remaining match must be provided by the county. Including the FAA grant and the state and county matches, the total amount of funds available for the project will be \$309,460.00.

In advance of submitting an application, the State requires a Resolution of the Board of Supervisors authorizing the filing of the application and accepting the allocation of these funds. In addition, in order to expedite processing of the matching grant agreement, the Resolution also authorizes the execution of the grant agreement by the Public Works Director. Expediting the processing of the grant agreement is beneficial, as it ensures that the matching funds will be available as soon as possible for reimbursement of costs. A Resolution in the form recommended by the CDA has been prepared and is attached to this agenda item for Board approval.

Upon approval of the Resolution, the Public Works Department will submit the application to the CDA. The county's contact at the CDA could not guarantee whether enough funds will be available to provide the matching grant. Grant

applications are processed in the order received, pending funding availability. Depending upon the number of grant applications received by the CDA, processing time can range from 2 to 3 weeks.

The funds for the Bishop Airport Layout Plan Update and Narrative Report will be provided by the annual FAA entitlement funds for the Bishop Airport; by a California Division of Aeronautics (CDA) Matching Grant; and by the County, as shown below:

FAA Grant (90% of total project cost)	\$278,514.00
CDA Matching Grant (5% of FAA Grant)	\$ 13,926.00
County (5.5% of total project cost)	\$ 17,020.00
Total Project Cost	\$309,460.00

Project costs will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects*, with object codes for expenditures and revenues as shown below:

Funding Source	Expenditure Object Code	Revenue Object Code
FAA Grant	5265	4555
CDA Matching Grant	5265	4498
County	5124	4998

ALTERNATIVES: The Board could choose not to approve the Resolution, in which case the application for state AIP matching funds could not be submitted. This is not recommended, since the County would then have to provide the additional five percent in matching funds.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Resolution and will review the grant agreement after it is received. The CDA will prepare the matching grant agreement.

FINANCING: Up to ninety percent of the project cost will be reimbursed by the FAA grant, and, if approved, up to five percent will be reimbursed by a CDA grant, if CDA funds are available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan.

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>yes</u> Date <u>9/26/2013</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>9/27/2013</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)

Law Myler Date: 9/30/2013
Catalina 9/30/2013

RESOLUTION NO. 2013 -

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0024-015-2013 for preparation of the Bishop Airport Layout Plan Update and Narrative Report; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants equal to five percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Clint Quilter, Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the 8th day of October, 2013, and the resolution was duly adopted at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin D. Carunchio, Clerk of the Board of Supervisors,
County of Inyo, State of California

by _____
Assistant Clerk to the Board

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY County of Inyo	AIRPORT NAME Bishop Airport	PERMIT NO. Iny-1
CONTACT NAME Lynn Flanigan	TITLE Senior Civil Engineer	
BUSINESS ADDRESS P. O. Drawer Q, 168 N. Edwards St., Independence, CA 93526		BUSINESS PHONE (760) 878-0347

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary	FEDERAL GRANT	\$ 278,514.00
Preparation of an ALP Narrative Report including at minimum one full set of an ALP Drawing Set along with an Exhibit A Property Map that is consistent with the latest requirements of the Western Pacific Regional ALP checklist.	APPLICANT FUNDS	\$ 17,020.00
	STATE * FUNDS	\$ 13,926.00
	TOTAL COST OF PROJECT	\$ 309,460.00

* Maximum is 5% of the federal grant amount

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # attached (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Public Works Director
PRINT NAME Clint Quilter	DATE 10/8/2013

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

Original



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT
PART I - OFFER

September 17, 2013

Date of Offer

Eastern Sierra/Bishop

(herein called the "Airport")

3-06-0024-015-2013

Grant No

008909830

DUNS No

TO: County of Inyo
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 24, 2013, for a grant of Federal funds for a project at or associated with the Eastern Sierra/Bishop Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Preparation of an ALP Narrative Report including at minimum one full set of an ALP Drawing Set along with an Exhibit A Property Map that is consistent with the latest requirements of the Western Pacific Regional ALP checklist.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be \$ 265,252. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 265,252.00 for planning (contract only)
\$ 0 for Administrative Costs
\$ 0 for airport development or noise program implementation

The source of this Grant may include funding from the Small Airport Fund.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. **Central Contractor Registration (CCR)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. **Subrecipient** means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi invoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi invoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically. **The grant will be set up for manual payments only.** Copies of all invoices along with a narrative progress report from consultant shall be remitted with each payment request.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT e-invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT e-invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is

required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to perform the following:

- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.

- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
15. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

SPECIAL CONDITIONS

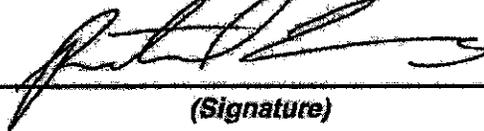
17. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
- a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
 - c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 10 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.
18. **LOW EMISSION SYSTEMS:** The sponsor agrees to the following conditions under the Voluntary Airport Low Emission (VALE) program:
- a. Vehicles and equipment purchased with assistance from this grant shall be maintained and used for their useful life at the airport for which they were purchased. Moreover, any vehicles or equipment replaced under this program shall not be transferred to another airport or location within the same or any other nonattainment or maintenance area. No airport-owned vehicles or equipment may be transferred to, taken

to, or used at another airport without the consent of the Federal Aviation Administration in consultation with the United States Environmental Protection Agency and State air quality agency.

- b. All vehicles and equipment purchased with assistance from this grant shall be clearly labeled using the VALE program emblem designed by the Federal Aviation Administration.
 - c. The sponsor shall maintain annual reporting records of all vehicles and equipment purchased with assistance from this grant. These public records shall contain detailed information involving individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
 - d. The sponsor certifies that it shall replace any disabled or seriously damaged vehicle or equipment purchased with assistance from this grant, at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions. The sponsor assumes all financial responsibility for replacement costs. The sponsor also certifies that it shall fulfill this replacement obligation, beyond the useful life of the affected vehicle or equipment, for the possible longer life of Airport Emission Reduction Credits that were granted to the sponsor for this vehicle or equipment.
- 19 **COORDINATION:** The Sponsor agrees to coordinate this ALP Narrative Update planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 20 **GRANT OFFER BASED ON PRELIMINARY WORK PROGRAM:** It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of the preliminary Work Program; and the parties hereto covenant and agree that the Sponsor shall furnish a revised Work Program to the FAA and that a notice to proceed will not be issued until the revised Work Program has been approved by the FAA.
- 21 **EXCESS COST:** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of \$265,252, the total allowable cost for purposes of determining federal participation shall not exceed \$265,252. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.
- 22 **DISALLOWED WORK:** It is understood and agreed by and between the parties hereto that notwithstanding the fact that the Project Application includes therein the planning for any additional unanticipated services beyond basic scope of work, contours shown at no less than 2', any CEQA environmental requirements/applications, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, said accomplishment shall be without any participation in the costs thereof by the United States under this project; it is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined. It is further understood and agreed that, within N/A days of acceptance of this Office, the Sponsor will submit a revised Program Statement/Cost Estimate depicting the excluded costs or a revised Program Statement/ Cost Estimate depicting only those costs eligible for Federal participation in this project.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Patrick Lammerding

(Typed Name)

Assistant Manager, Los Angeles Airports
District Office (LAX-ADO)

(Title)

Your thoughts?

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct. ¹

Executed this 17 day of Sept., 2013.

County of Inyo

(Name of Sponsor)

Clint Quilter

(Signature of Sponsor's Designated Official Representative)

(SEAL)

By: **Clint Quilter**

(Typed Name of Sponsor's Designated Official Representative)

Title: **Public Works Director**

(Typed Title of Sponsor's Designated Official Representative)

Attest: *Lyn M. Flanigan*
SENIOR CIVIL ENGINEER

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Margaret Kemp-Williams, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of . . . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Independence this 17 th day of Sept., 2013.

By *Margaret Kemp-Williams*
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

- C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Inyo County Planning Department
Post Office Box L
Independence, CA 93526

FILED

SEP 24 2013

INYO CO. CLERK
KAMMI FOOTE, CLERK

County Clerk
County of Inyo
P.O. Drawer F
Independence, CA 93526

BY M. Johnson DEPUTY

Project Title: Bishop Airport Layout Plan (ALP) Update and Narrative Report Preparation

Project Location - Specific: Bishop (Eastern Sierra Regional) Airport, 703 Airport Road, Bishop, CA 93514.

Project Location - City: Bishop Project Location - County: Inyo

Description of Nature, Purpose, and Beneficiaries of Project: The project includes the preparation of an ALP Update and Narrative Report to meet new FAA Standards; to establish a schedule for development of airport facilities to meet the degree of demand; and to prepare planning-level cost estimates for future projects. Benefits include updating the ALP plan set to comply with the FAA requirements; establishing future project costs and priorities; and to improve the management, operations, and development process at the airport.

Name of Public Agency Approving Project: Inyo County

Name of Person or Agency Carrying Out Project: Inyo County

Exempt Status: (check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption. State type and section number: Section 15306; 15309
- Statutory Exemption. State code number: _____

Reasons why project is exempt: The project includes the preparation of a planning document. It does not have the potential for ground disturbance, and consists only of aerial mapping, data collection, developing forecasts of of future demand; preparing cost estimates; and developing recommendations for future development.

Lead Agency

Contact Person: Lynn M. Flanigan Area Code/Telephone/Extension: (760) 878-0347

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: September 24, 2013 Title: Planning Director

Signed by Lead Agency Date received for filing at OPR:

Signed by Applicant

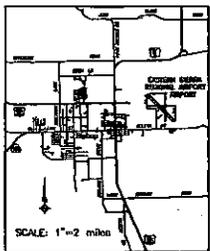
Revised October 1989

13-00025

LOCATION MAP

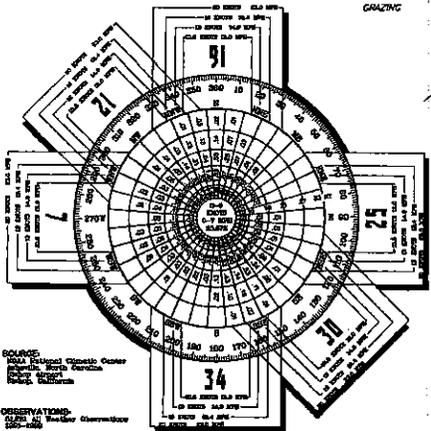


VICINITY MAP



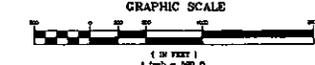
ALL WEATHER WIND COVERAGE

Direction	1000' AGL	1500' AGL	2000' AGL	2500' AGL	3000' AGL
010	10	10	10	10	10
020	10	10	10	10	10
030	10	10	10	10	10
040	10	10	10	10	10
050	10	10	10	10	10
060	10	10	10	10	10
070	10	10	10	10	10
080	10	10	10	10	10
090	10	10	10	10	10
100	10	10	10	10	10
110	10	10	10	10	10
120	10	10	10	10	10
130	10	10	10	10	10
140	10	10	10	10	10
150	10	10	10	10	10
160	10	10	10	10	10
170	10	10	10	10	10
180	10	10	10	10	10
190	10	10	10	10	10
200	10	10	10	10	10
210	10	10	10	10	10
220	10	10	10	10	10
230	10	10	10	10	10
240	10	10	10	10	10
250	10	10	10	10	10
260	10	10	10	10	10
270	10	10	10	10	10
280	10	10	10	10	10
290	10	10	10	10	10
300	10	10	10	10	10



SOURCES:
 NOAA National Climatic Center
 Inyo County Office
 Inyo County Office
 Inyo County Office

OBSERVATIONS:
 02/15/03
 02/16/03
 02/17/03
 02/18/03
 02/19/03
 02/20/03
 02/21/03
 02/22/03
 02/23/03
 02/24/03
 02/25/03
 02/26/03
 02/27/03
 02/28/03
 02/29/03



ELEVATIONS AND CONTOURS SHOWN IN FEET AMSL
 CONTOUR INTERVAL: 5 FEET

LEGEND

EXTENSIVE	ULTIMATE	DESCRIPTION
[Symbol]	[Symbol]	R/W, T/W & Threshold Lights
[Symbol]	[Symbol]	VASI Lights
[Symbol]	[Symbol]	Parking Apron & Tie Down Area
[Symbol]	[Symbol]	Buildings & Hangars
[Symbol]	[Symbol]	Roads, Aprons and AC Overlay
[Symbol]	[Symbol]	Railway & Helipad
[Symbol]	[Symbol]	Taxiway
[Symbol]	[Symbol]	Boundary Fence
[Symbol]	[Symbol]	Building Restriction Line (BRL)
[Symbol]	[Symbol]	Boundary of Leased Land
[Symbol]	[Symbol]	Wind Sock
[Symbol]	[Symbol]	Wind Van
[Symbol]	[Symbol]	Wind Sock & Segment Circle
[Symbol]	[Symbol]	APR Reference Point
[Symbol]	[Symbol]	Beacon
[Symbol]	[Symbol]	Tie-Downs
[Symbol]	[Symbol]	Aviation Related Leases

RUNWAY DATA TABLE

Description	RUNWAY 07-25		RUNWAY 12-30		RUNWAY 16-34	
	EXTENSIVE	ULTIMATE	EXTENSIVE	ULTIMATE	EXTENSIVE	ULTIMATE
Effective Gradient to R	0.43	0.43	0.43	0.43	0.43	0.43
5' Wind Coverage (18 Knots)	0.00	0.00	0.00	0.00	0.00	0.00
Instrument Runway	None	None	None	None	None	None
Runway Length	3000'	3000'	3000'	3000'	3000'	3000'
Runway Width	150'	150'	150'	150'	150'	150'
Runway Slope	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Runway Surface	Asph	Asph	Asph	Asph	Asph	Asph
Runway Construction	None	None	None	None	None	None
Runway Status	Active	Active	Active	Active	Active	Active
Runway Use	Normal	Normal	Normal	Normal	Normal	Normal
Runway Length Beyond Runway	0'	0'	0'	0'	0'	0'
Runway Width Beyond Runway	0'	0'	0'	0'	0'	0'
Runway Slope Beyond Runway	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Runway Surface Beyond Runway	None	None	None	None	None	None
Runway Construction Beyond Runway	None	None	None	None	None	None
Runway Status Beyond Runway	None	None	None	None	None	None
Runway Use Beyond Runway	None	None	None	None	None	None

AIRPORT FACILITIES

EXTENSIVE	ULTIMATE	DESCRIPTION
[Symbol]	[Symbol]	Fire House
[Symbol]	[Symbol]	Terminal
[Symbol]	[Symbol]	Control Tower
[Symbol]	[Symbol]	Hangar One
[Symbol]	[Symbol]	Hangar Two
[Symbol]	[Symbol]	Hangar Three
[Symbol]	[Symbol]	Hangar Four
[Symbol]	[Symbol]	Hangar Five
[Symbol]	[Symbol]	Hangar Six
[Symbol]	[Symbol]	Hangar Seven
[Symbol]	[Symbol]	Hangar Eight
[Symbol]	[Symbol]	Hangar Nine
[Symbol]	[Symbol]	Hangar Ten
[Symbol]	[Symbol]	Hangar Eleven
[Symbol]	[Symbol]	Hangar Twelve
[Symbol]	[Symbol]	Hangar Thirteen
[Symbol]	[Symbol]	Hangar Fourteen
[Symbol]	[Symbol]	Hangar Fifteen
[Symbol]	[Symbol]	Hangar Sixteen
[Symbol]	[Symbol]	Hangar Seventeen
[Symbol]	[Symbol]	Hangar Eighteen
[Symbol]	[Symbol]	Hangar Nineteen
[Symbol]	[Symbol]	Hangar Twenty

AIRPORT DATA TABLE

EXTENSIVE	ULTIMATE	DESCRIPTION
[Symbol]	[Symbol]	Airport Reference Point
[Symbol]	[Symbol]	APR Reference Point
[Symbol]	[Symbol]	Mean Maximum Temperature
[Symbol]	[Symbol]	Airport & Terminal Elevation
[Symbol]	[Symbol]	APR Elevation
[Symbol]	[Symbol]	5' Wind Coverage
[Symbol]	[Symbol]	Beacon
[Symbol]	[Symbol]	Control Tower
[Symbol]	[Symbol]	Average of Leased Land

RUNWAY END LAT. & LONG. COORDINATES & ELEVATIONS

Runway	Direction	Latitude	Longitude	Elevation
07 End	Coordinate	37° 22' 25" N	112° 21' 25" W	Some
	End Coordinate	37° 22' 25" N	112° 21' 25" W	Some
25 End	Coordinate	37° 22' 25" N	112° 21' 25" W	Some
	End Coordinate	37° 22' 25" N	112° 21' 25" W	Some
07 Elevation	Coordinate	4120.00'	Some	Some
	End Coordinate	4090.00'	Some	Some
12 End	Coordinate	37° 21' 05" N	112° 22' 31" W	Some
	End Coordinate	37° 21' 05" N	112° 22' 31" W	Some
30 End	Coordinate	37° 21' 05" N	112° 22' 31" W	Some
	End Coordinate	37° 21' 05" N	112° 22' 31" W	Some
12 Elevation	Coordinate	4115.00'	Some	Some
	End Coordinate	4090.00'	Some	Some
16 End	Coordinate	37° 22' 00" N	112° 21' 00" W	Some
	End Coordinate	37° 22' 00" N	112° 21' 00" W	Some
34 End	Coordinate	37° 21' 05" N	112° 21' 05" W	Some
	End Coordinate	37° 21' 05" N	112° 21' 05" W	Some
16 Elevation	Coordinate	4120.00'	Some	Some
	End Coordinate	4115.00'	Some	Some

APPROVED
 FOR STATE PERMIT PURPOSES
 CALTRANS
 DIVISION OF AERONAUTICS
 Date: 02/23/03
 By: [Signature]

Reserved For FAA Approval Stamp
 Approved conditionally
 Subject to compliance with FAA Order 7030.2B
 FEDERAL AVIATION ADMINISTRATION
 Western-Pacific Region
 Date: 02/23/03
 By: [Signature]

TAXIWAY DATA TABLE

Taxiway	LENGTH & WIDTH
Taxiway A	744' x 50'
Taxiway B	2550' x 50'
Taxiway C	2853' x 50'
Taxiway D	3315' x 50'
Taxiway E	2816' x 50'
Taxiway F	807' x 50'
Taxiway G	200' x 50'
Taxiway H	4724' x 50'

02/14/03
 PLANS PREPARED DATE

REVISIONS

No.	REVISIONS	DATE	BY	APP'D
1	Update Project Name, National Meeting	02/15/03	PL	
2	Update of Airport Master Plan	02/20/03	PL	
3	Update of R/W 7-30 Improvements	02/24/03	PL	
4	APRIS in use. See Appendix A Addendum	02/19/03	PL	

Plans Prepared by:
 INYO COUNTY PUBLIC WORKS
 160 N. Edwards St., P.O. Drawer 0
 Independence, CA 93526
 (760) 878-0201

**EASTERN SIERRA REGIONAL AIRPORT
 AIRPORT LAYOUT PLAN
 BISHOP, CALIFORNIA**

Revised By: Date: Drawn By: Date: Checked By: Date: Drawing Name:
 P. HANCOCK 0/03 S. LOWE 02/08 R. Chapman 7/02 Bishop1-500a.dwg



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

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Resolution approving the application for a state matching grant for engineering for the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project.

DEPARTMENTAL RECOMMENDATIONS: Approve the resolution authorizing submittal of an application to the California Department of Transportation Division of Aeronautics (CDA) for a state matching grant in the amount of \$23,957.00 for engineering for the FAA-funded Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project, accepting the allocation of state AIP matching funds, and authorizing the Public Works Director to execute the AIP Matching Grant Agreement and any other documents required to apply for and accept these funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the September 17, 2013 meeting of the Board of Supervisors, the Board approved execution and acceptance of Grant Offer No. 3-06-0024-14-2013 to fund engineering for the above-described project.

The main objective of the project is to improve pavement, lighting, and signing conditions at the airport. Runway 16-34 is in very bad condition, with severe transverse and block cracking that extends through the entire pavement section. This is the main instrument landing runway at the airport, which serves Life Flight services, Search and Rescue, and firefighting services. The year 2012 Pavement Condition Index (PCI) rating for the runway and exits have rapidly decreased from the year 2003 PCI ratings. The existing surface condition is deteriorated, and does not meet FAA standards for cross-slope. Reconstructing the pavement will enhance safety by reducing potential damage to aircraft, will reduce future maintenance costs, and extend the life of the pavement. Runway 16-34 is the only instrument approach runway in Inyo County.

The airfield lighting is not up to current standards. The airport lighting systems include aging direct-burial cable with stake-mounted fixtures. The cable and fixtures require significant maintenance and repair. The existing airport signing is sparse, inadequate, in some cases improperly located and designated. The Visual Approach Indicator systems are obsolete, parts are unavailable, and lighting on Taxiway B is out of service. This project will replace all runway and taxiway edge systems with new cable and duct and will replace aging visual approach slope systems with new equipment that meets FAA standards. Updating airport signing and lighting will improve safety at the airport, and will improve maintainability of these systems.

The scope of work for the overlay portion of the project includes conducting field investigations, pavement surveys, pavement boring and coring data collection and laboratory testing. The results of these studies will be used to assess various alternatives for pavement improvements, and to design an optimum pavement section. The recommended alternative will be incorporated into plans, specifications, and estimated costs for construction. The scope of work for the lighting and signing portion of the project consists of the design of three runways (Runway 16-34, Runway 12-30, and Runway 7-25) edge lighting, runway exits, parallel taxiway lighting, and signage.

The project is eligible for funding by the FAA's Airport Capital Improvement Program, which will fund up to ninety percent of the estimated project expenses. The CDA will provide a matching grant equal to five percent of the FAA grant. The remaining match must be provided by the county. Including the FAA grant and the state and county matches, the total amount of funds available for the project will be \$532,379.00.

In advance of submitting an application, the State requires a Resolution of the Board of Supervisors authorizing the filing of the application and accepting the allocation of these funds. In addition, in order to expedite processing of the matching grant agreement, the Resolution also authorizes the execution of the grant agreement by the Public Works Director. Expediting the processing of the grant agreement is beneficial, as it ensures that the matching funds will be available as soon as possible for reimbursement of

construction costs. A Resolution in the form recommended by the CDA has been prepared and is attached to this agenda item for Board approval.

Upon approval of the Resolution, the Public Works Department will submit the application to the CDA. The county's contact at the CDA could not guarantee whether enough funds will be available to provide the matching grant. Grant applications are processed in the order received, pending funding availability. Depending upon the number of grant applications received by the CDA, processing time can range from 2 to 3 weeks.

The funds for engineering for the Bishop Airport Runway 16-34 and Exits Overlay and Complete Airport Lighting and Signing Rehabilitation Project will be provided by the annual FAA entitlement funds for the Bishop Airport; by a CDA Matching Grant, if funds are available; and by the County, as shown below:

FAA Grant (90% of total project cost)	\$479,141.00
CDA Matching Grant (5% of FAA Grant)	\$ 23,957.00
County (5.5% of total project cost)	\$ 29,281.00
Total Project Cost	\$532,379.00

Project costs will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects*, with object codes for expenditures and revenues as shown below:

Funding Source	Expenditure Object Code	Revenue Object Code
FAA Grant	5265	4555
CDA Matching Grant	5265	4498
County	5124	4998

ALTERNATIVES: The Board could choose not to approve the Resolution, in which case the application for AIP matching funds could not be submitted. This is not recommended, since the County would then have to provide the additional five percent in matching funds.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Resolution and will review the grant agreement after it is received. The CDA will prepare the matching grant agreement.

FINANCING: Up to ninety percent of the project cost will be reimbursed by the FAA grant, and, if approved, up to five percent will be reimbursed by a CDA grant, if CDA funds are available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan.

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>yes</u> Date <u>9/26/2013</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>9/27/2013</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) Lynn M. Jones Date: 9/30/13
Chad G. Jones 9/30/13

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0024-014-2013 for engineering for the Bishop Airport Runway 16-34 and Exits Pavement Rehabilitation, RSA/TSA Brush Removal, and Complete Airfield Lighting, Signing, and Visual Aids Rehabilitation; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants equal to five percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Clint Quilter, Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the 8th day of October, 2013, and the resolution was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin D. Carunchio, Clerk of the Board of Supervisors,
County of Inyo, State of California

by _____
Assistant Clerk to the Board

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY County of Inyo	AIRPORT NAME Bishop Airport	PERMIT NO. Iny-1
CONTACT NAME Lynn Flanigan	TITLE Senior Civil Engineer	
BUSINESS ADDRESS P. O. Drawer Q, 168 N. Edwards St., Independence, CA 93526		BUSINESS PHONE (760) 878-0347

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary Rehabilitate Runway 16/34, Improve Runway Safety Area for Runway 16/34 and Rehabilitate Runway Lighting which includes Electrical System Improvements - Design Only	FEDERAL GRANT	\$ 479,141.00
	APPLICANT FUNDS	\$ 29,281.00
	STATE * FUNDS	\$ 23,957.00
	TOTAL COST OF PROJECT	\$ 532,379.00
* Maximum is 5% of the federal grant amount		

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # attached (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Public Works Director
PRINT NAME Clint Quilter	DATE 10/8/2013

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

September 16, 2013

Date of Offer

Bishop

(herein called the "Airport")

3-06-0024-014-2013

Grant No

008909830

DUNS No

TO: County of Inyo
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 5, 2013, for a grant of Federal funds for a project at or associated with the Bishop Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Rehabilitate Runway 16/34, Improve Runway Safety Area for Runway 16/34 and Rehabilitate Runway Lighting which includes Electrical System Improvements – Design Only.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety (90) per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be \$479,141. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:
 - \$ 0 for planning
 - \$ 479,141 for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2013, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. **Central Contractor Registration (CCR)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 2.10 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. ELECTRONIC GRANT PAYMENT(S): The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi invoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi invoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee

via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:
DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
- (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
- (4) Qualifications of engineering supervision and construction inspection personnel.
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
15. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Patrick Lammerding
FAA Airports Division
Los Angeles Airports District Office
PO Box 92007
Los Angeles, CA 90009

(Title)

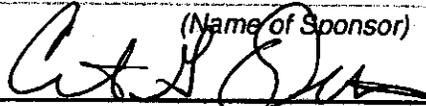
PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct. ¹

Executed this 17 day of SEPT., 2013.

County of Inyo

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

(SEAL)

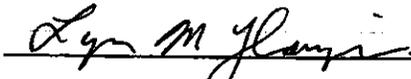
By: **Clint Quilter**

(Typed Name of Sponsor's Designated Official Representative)

Title: **Public Works Director**

(Typed Title of Sponsor's Designated Official Representative)

Attest:



SENIOR CIVIL ENGINEER

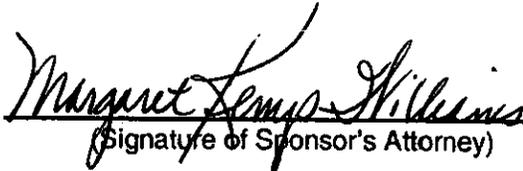
CERTIFICATE OF SPONSOR'S ATTORNEY

I, Margaret Kemp Williams acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of CA. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Indio this 17th day of Sept., 2013.

By


(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

- C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

- I. General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

- modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:

 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
- 19. Operation and Maintenance.**

 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1k	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5050-4	Citizen Participation in Airport Planning
150/5050-8	Environmental Management Systems for Airport Sponsors
150/5060-5	Airport Capacity And Delay
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-19D	Guide for Airport Financial Reports Filed by Airport Sponsors
150/5200-12C	First Responders Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident
150/5200-18C	Airport Safety Self-Inspection
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan

NUMBER	TITLE
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5200-34A	Construction or Establishment of Landfills near Public Airports
150/5200-36A	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-6D	Aircraft Fire and Rescue Facilities and Extinguishing Agents
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-17B	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-18A	Systems for Interactive Training Of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5210-20	Ground Vehicle Operations on Airports
150/5210-23	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5210-25	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS)
150/5220-9A	Aircraft Arresting Systems
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems(AWOS) for Non-Federal Applications

NUMBER	TITLE
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4B	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management Of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug And Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights

NUMBER	TITLE
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/4/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5150-2C	Federal Surplus Personal Property Program for Public Airport Purposes
150/5190-6	Exclusive Rights at Federally Obligated Airports
150/5190-7	Minimum Standards for Commercial Aeronautical Activities
150/5300-15A	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects
150/5300-9B	Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-6D	Construction Progress and Inspection Report - Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Inyo County Planning Department
Post Office Box L
Independence, CA 93526

County Clerk
County of Inyo
P.O. Drawer F
Independence, CA 93526

*currently in clerks
office for recording
will send resin
w/ clerks stamps
w/ app*

Project Title: Bishop Airport Runway 16-34 & Exits Pavement Rehabilitation, RSA/TSA Brush Removal, and Complete Airfield Lighting, Signing and Visual Aids Rehabilitation

Project Location - Specific: Bishop (Eastern Sierra Regional) Airport, 703 Airport Road, Bishop, CA 93514.

Project Location - City: Bishop Project Location - County: Inyo

Description of Nature, Purpose, and Beneficiaries of Project: The project includes rehabilitating pavement on RW16-34, grading, and rehabilitating lights, signs, and visual aids. These facilities are all outdated and are in need of repair. Reconstructing the pavement will enhance safety by reducing potential damage to aircraft, reducing future maintenance costs, and extend the life of the pavement. Updating airport signing and lighting will improve safety at the airport, and will improve maintainability of these systems.

Name of Public Agency Approving Project: Inyo County

Name of Person or Agency Carrying Out Project: Inyo County

Exempt Status: (check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption. State type and section number: Section 15301 (c); 15302 (c); 15304 (a)
- Statutory Exemption. State code number: _____

Reasons why project is exempt: All construction will be performed within the limits of existing, disturbed, county-maintained ground.

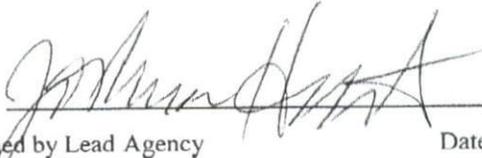
Lead Agency

Contact Person: Lynn M. Flanigan

Area Code/Telephone/Extension: (760) 878-0347

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: September 24, 2013 Title: Planning Director

Signed by Lead Agency

Date received for filing at OPR:

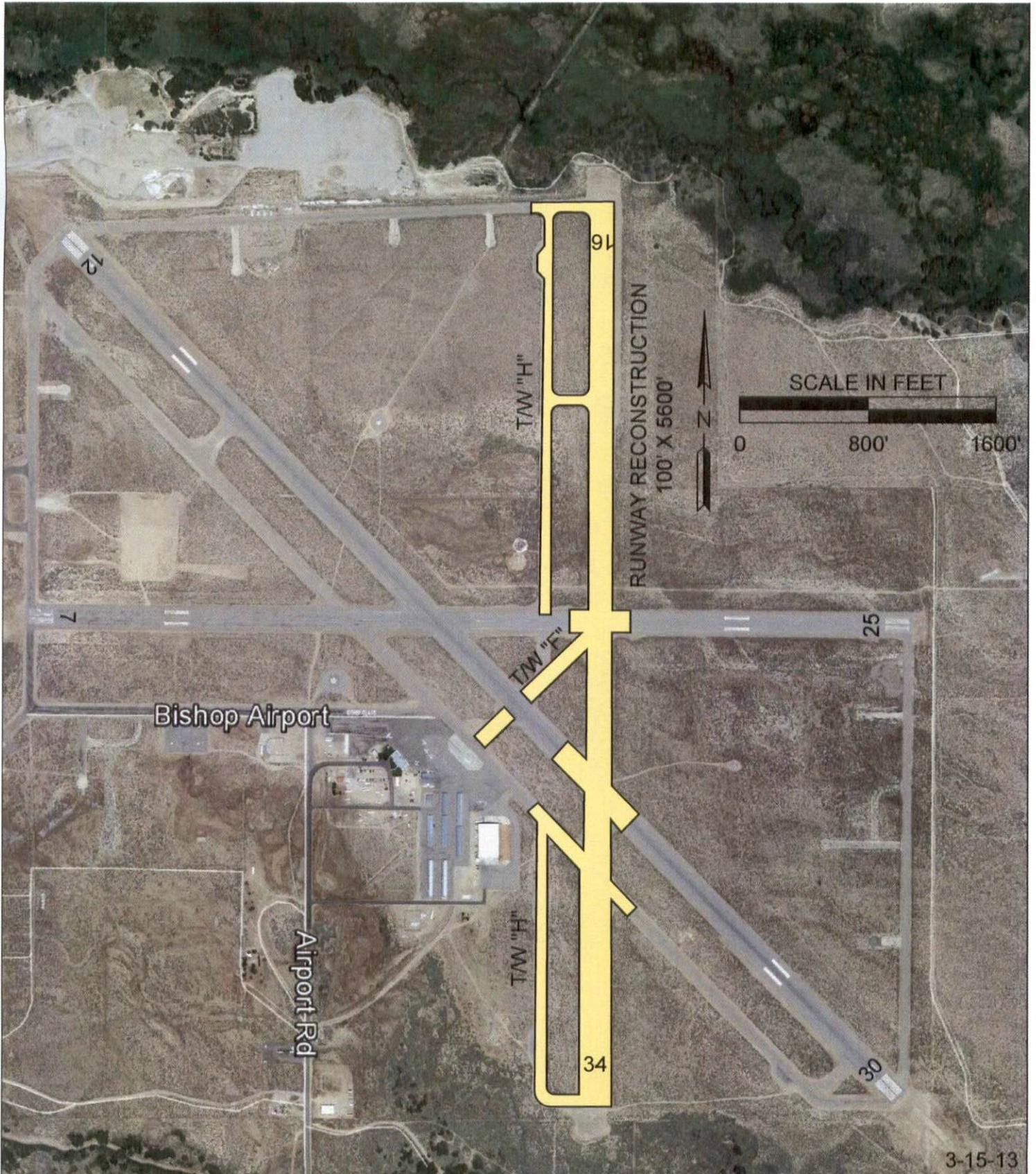
Signed by Applicant

Revised October 1989



BISHOP AIRPORT LIGHTING PROJECT SKETCH

Project Description: Survey, design, and construction of three runways (RW 16-34, RW 12-30, and RW 7-25) edge lighting, runway exits, parallel taxiway lighting and signage; replace VASI 16-34 with new PAPI 16-34; replace VASI 12-30 with new PAPI 12-30; install new PAPI 7-25, new REIL 16-34 and 12-30; connect power and control from new vault to existing terminal building. The project includes new underground duct and cable to all fixtures and systems.



BISHOP AIRPORT – RUNWAY 16-34 PAVING PROJECT SKETCH

Survey, design, and construction of pavement overlay/reconstruction of (1) RW 16-34 (100' wide by 5,600' long), (2) six runway exits, (3) four crossing runway intersections, and (4) parallel Taxiways F and H. The project includes paint marking, RSA and TSA brush removal (as needed), and culvert replacement.

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) CERTIFICATION

DOA-0007 (REV 06/2011)

PART I. AIRPORT CERTIFICATION

I am authorized by _____ County of Inyo _____ (Public Entity)

and hereby certify that _____ Bishop Airport _____ (Airport Name)

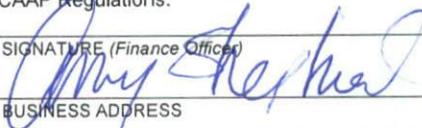
for the fiscal year 2013/2014, meets the eligibility requirements of, and will be operated and maintained in accordance with, Sections 21680 through 21688 of the California Public Utilities Code (PUC) and the CAAP Regulations found in Title 21 of the California Code of Regulations, Division 2.5, Chapter 4.

1. This airport meets the Permit and Funding Requirements of CAAP Section 4056.
2. The Public Entity has control over airport operations under rules, regulations, or operating procedures adopted by Ordinance or Resolution # 383 dated 5/25/1980 per CAAP Section 4057.
3. Required airport surfaces for all usable runways are protected in accordance with the provisions of PUC Section 21688 and CAAP Section 4058.
4. The above airport is designated by the Federal Aviation Administration as General Aviation (Select One: Reliever, Commercial Service, General Aviation, or Non-NPIAS) [PUC Section 21682(b)].
5. Current Airport Layout Plan dated 12/23/2003 is on file with the Division of Aeronautics (Information only: not a requirement for eligibility certification).

SIGNATURE	PRINT NAME Clint Quilter	TITLE Public Works Director
BUSINESS ADDRESS P.O. Drawer Q, Independence, CA 93526	BUSINESS PHONE 760-878-0201	DATE 09/24/2013

PART II. FINANCIAL CERTIFICATION

I hereby certify that a SPECIAL AVIATION FUND has been established and will be maintained with a separate account for said airport in accordance with PUC Section 21684. Disbursements from this account will only be made in accordance with PUC Section 21681 and CAAP Regulations.

SIGNATURE (Finance Officer) 	PRINT NAME Amy Sheperd	TITLE County Auditor-Controller
BUSINESS ADDRESS P.O. Drawer R, St., Independence, CA 93526	BUSINESS PHONE 760-878-0343	DATE 09/25/2012

FOR AERONAUTICS USE ONLY:

VERIFIED BY	DATE
-------------	------

SEND COMPLETED AND SIGNED CERTIFICATION TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for _____ | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Prioritization of Future Transportation Projects

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize future Statewide Transportation Improvement Program (STIP) Road Projects and direct staff to complete project study reports on the top ranked projects.
2. Authorize the Public Works Director to incorporate the list of projects below into the list of projects described in the Action Element of the Inyo County Regional Transportation Plan

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In order for the County to initiate a STIP project, Caltrans requires the County to complete a project study report. The project study report identifies general project scope, project cost by component, and identifies procedural issues that may be encountered (design constraints, environmental constraints, and site specific issues that may affect the project cost). A tentative list and ranking of projects is provided for the Board's consideration.

The Statewide Transportation Improvement Program (STIP) has in the past been the primary source of funding for roadway reconstruction projects in Inyo County. The STIP is updated every two years and covers a five-year funding cycle. The STIP is developed late in the fall/early winter of odd-numbered years. The combination of reduced STIP funding the last several cycles and the need for funding on the Olancha-Cartago four-lane project on US 395 have meant that the County has not been able to bring forward new projects in the last several STIP cycles. It is important for the County to initiate the study of new projects to be ready for new funding opportunities.

Olancha-Cartago Four-Lane Project and Funding Needs on the State Highway System

This year's STIP cycle for the LTC is dominated by expenses resulting from the programming of the construction component of the Olancha-Cartago four-lane project on US 395. The construction cost of this project will use all of the shares the LTC has previously set aside for this project, all of this year's shares, and all of the future shares the LTC will receive in the next several STIP funding cycles, unless additional funding is located.

STIP Projects

The County has chosen to use STIP funds for roadway reconstruction projects. These projects will typically grind up and remove the existing asphalt, install road base (if necessary), level the roadway (if necessary), and

lay down a new asphalt mix. In general, development pressures are not such in the County where the County is seeking to install new roadways. There are a couple projects included in the list that involve the extension of existing roads in the Bishop area to make for a safer better connected system. The focus of the County has been to maintain the road system that it currently has. Different road distresses require different road treatments. In general, the only way to address large transverse cracks or an uneven road surface is a full reconstruction. Other factors in this ranking of proposed projects are safety, transportation system benefits, roadway capacity as measured by Average Daily Traffic (ADT).

Other Funding Sources

The County has used a variety of other competitive grant funds to fund road related projects. These include safety program, highway bridge program, alternative transportation program (the new equivalent of the TE program), and the Federal Lands Access Program. The County also uses locally derived road funds (HUTA, Proposition 1B, and Regional Surface Transportation Exchange funds). The use of these fund sources is limited and only allows roadway maintenance. The County is able to use the local funds for projects such as pavement overlays and a variety of seals, but not for reconstruction projects. This is another reason to use STIP funds for reconstruction projects.

Project Study Reports

The Board has the opportunity to change the list below at its discretion. The Inyo County Local Transportation Commission has allocated \$20,000 for the completion of project study reports. Staff will work with a consultant to initiate project study reports in the rank decided on by the Board. Since the projects are primarily reconstruction of existing roads and likely do not involve complex design, environmental, or public issues, the funds allocated should be able to cover at least two project study reports. Staff proposes the ranking below for a variety of reasons. These reasons include: the severity of the pavement condition, roads being in one general location to limit mobilization costs, and prior funding commitments. The list was developed by Public Works and Road Department staff.

STIP Project Priority List				
Rank	Project Name and Location	Condition	Comments	ADT
1	Lone Pine Town Rehabilitation Project – roads inside of the Lone Pine townsite boundary, may need to be broken into two segments	Transverse cracks, uneven surface	Project fell out of 2008 STIP	Various
2	Trona-Wildrose Road Safety Project – on the southern 0.5 mile stretch against the San Bernardino County line	Level out uneven road surface (dips) on high speed rural road	Safety issue on important regional route.	550
3	Sawmill Road	Transverse cracks	Possible combine with bike lane project	205
4	South Barlow Lane / Reata Road	Transverse cracks	Possible combine with bike lane project	3649
5	Alabama Hills Rehabilitation Project – roads inside of the Alabama Hills residential neighborhood	Transverse cracks	Neighborhood streets	Various
6	South Lake Road	Transverse cracks,	Candidate for Federal Lands Access Program (FLAP) funds	735
7	Upper Horseshoe Meadows Road	Transverse cracks	Candidate for FLAP and Safety funds	169
8	Onion Valley Road – edge of town to Onion Valley	Transverse cracks,	Candidate for FLAP funds	340

9	Glacier Lodge Road – entire length	Transverse cracks	Candidate for FLAP funds	341
10	Old Spanish Trail Highway – entire length (possibly in phases)	Transverse cracks	Candidate for FLAP funds	102 to 629
11	Wye Road Extension – Extends Wye Road to the airport terminal	New access to Bishop Airport, possibly to correspond with other improvements at Airport	Joint City/County project, City has already started a Project Study Report for this project	N/A
12	Nine Mile Canyon Rd		Candidate for FLAP funds	
13	Poleta Rd / East Line Street Bridge Replacement	Structurally deficient bridge that does not qualify for bridge funding because of its size	Joint City/County project	N/A
14	Sage Flat Rd/Olancho town roads – first mile of Sage Flat Road and Olancho town streets	Transverse cracks, poor road quality	Sage Flat Rd. FLAP candidate	TBD
15	Mummy Lane Bridge Replacement	Deteriorating bridge, does not qualify for regular bridge program funds	Project may qualify for Safety funds and local road funds, Engineering requires other fund source	80
16	West Bishop Phase II – McLaren	Transverse cracks	Other streets besides current project	166 to 1436
17	Independence Town Rehabilitation Phase II	Transverse cracks	Other streets to complement project just being completed	Various

Federal Lands Access Program (FLAP) projects

The assumption is that the Whitney Portal Road reconstruction project will be funded in this year's cycle of FLAP projects. Roads that are eligible for Federal Lands Access Program (FLAP) grant funds were included in this list though not ranked highly since these roads are best funded through the FLAP program. Staff will come back to your Board for the approval of the next FLAP application likely due in 2015.

Update to Inyo County Regional Transportation Plan

The Inyo County Local Transportation Commission (LTC) will complete a state mandated update to the Inyo County Regional Transportation Plan (RTP) this year and next. A part of this update will be to revise the list of County projects included in the Action Element of the RTP. Staff proposes to incorporate the above list of projects into the list of projects described in the Action Element. The action lists will likely be formatted in a similar way to the 2009 Inyo County Regional Transportation Plan Update (see attached). Note that the RTP has been update since 2009 to include other projects that qualify for specific types of funds. The LTC has the ability to update the Action Element to include other projects, depending on the projects that are proposed by both the County and the City of Bishop.

ALTERNATIVES:

- 1) The Board could alter the list of projects or identify new projects.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to provide additional information. This is not recommended as the Inyo County LTC will consider the approval of its Regional Transportation Improvement Program (RTIP) at its October 17, 2013 meeting.

OTHER AGENCY INVOLVEMENT:

1. The Inyo County Local Transportation Commission Planning, Programming, and Monitoring funds set aside to complete Project Study Reports for County projects.
2. Caltrans, the California Transportation Commission, and the Federal Highway Administration have the discretion to select and to fund a variety of different types of transportation projects.

FINANCING:

Time to complete this staff report is funded by the LTC Overall Work Program. No other budget related actions are required. If funding is programmed for a new local streets and roads project, the funding for it will be incorporated in the 2014-2015 budget.

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.)
	Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/27/13

Attachments:

2009 Regional Transportation Plan Appendices 4D, 4E, and 4F

APPENDIX 4D

Short-Range Regional Transportation Improvement Program (STIP)

Priority	Funding Source	Project Number/ Proponent	Route/PM	Description	STIP Projects Funded to Completion					Purpose/Need	
					Total Cost ¹ (\$1,000)	Construction Year	System Preservation	Capacity Enhancement	Safety	Multi-Modal	
State of California											
					Total State	\$0					
Inyo County											
Tier 1	RIP	1016	Ed Powers Rd. and Red Hill Rd.	Resurface or reconstruct 3.8 miles of Ed Powers Rd. and Red Hill Rd.	\$586	08/09	X			X	
Tier 1	RIP	2034	South Bishop	Resurface or reconstruct 4.3 miles of Sunland Rd. and Sunland Indian Reservation Rd.	\$373	09/10	X			X	
Tier 1	RIP	3036	Shabbell Lane	Reconstruct 1.4 miles of Shabbell Lane and replace existing drainage structures.	\$242	08/09	X				
Tier 1	RIP	1112	Gill Station - Coso Rd.	Reconstruct 5.5 miles of Gill Station - Coso Rd.	\$510	11/12	X				
Tier 1	RIP	2556	Independence Town Roads	Reconstruct 2.0 miles of existing roads in Independence	\$250	09/10	X				
Tier 1	RIP		West Bishop Resurfacing	Reconstruct		14/15	X				
Tier 1	ARRA RSTP	2582	North Barlow Lane/Saniger Lane/Dixon Lane	Rehabilitate 0.6 miles of existing road, overlay app. 1.5 miles of road		09/10	X				
Tier 1	ARRA II		Old Spanish Trail Highway	Pavement Overlay of up to 30 miles of road		10/11	X				
Tier 1	RIP	1010	Planning, Programming, and Monitoring (PPM)	Provide PPM services for STIP and OWP	\$600	Yearly					
					Total County	\$2,561					
City of Bishop											
Tier 1	RIP	2541	Sneden Street	Sneden St./East Line St. Rehabilitation	\$911		X				
Tier 1	RIP	2529	North 3rd Street	North 3rd, Pine-Elm & Short St, 2nd - 3rd Rehabilitation	\$750		X				
Tier 1	RIP	2539	South 2nd Street	South 2nd St, South St - East Line St Rehabilitation	\$726		X				
Tier 1	RIP	2542	West Pine Street	West Pine St. Home - Main, Rehabilitation	\$1,636		X				
Tier 1	ARRA II		West Bishop Improvements	Reconstruct pavement and construct curb, gutter, and sidewalk on up to 1,050 feet of W. Elm St and W. South St		11/12	X				
Tier 1	ARRA RSTP	2581	Hanby Avenue	Rehabilitate roadway with ARRA funds		09/10	X				
					Total City of Bishop	\$4,023					
					Total Short-Range Tier 1 Projects	\$6,584					

¹Total Cost includes Construction, Environmental & Planning (E&P), Plans, Specifications, Estimates (PS&E) and Right-of Way Support (RW Sup).

APPENDIX 4E

**Tier 2 Short-Range Capital Improvement Program (0-10 Years)
Projects Partially Funded and/or Proposed for Funding in 0-10 Years**

Priority	Funding Source	Project Number/ Proponent	Route/PM	Description	Total Cost ¹ (\$1,000)	Construction Year	Purpose/Need			
							System Preservation	Capacity Enhancement	Safety	Multi- Modal
State of California²										
Tier 2	STIP	MOU/170	Olancha and Cartago Expressway ³ P.M 30.8 to 41.8	Widen U.S. 395 in Inyo County to four-lane expressway	\$53,256	TBD		X	X	
Tier 2	STIP	MOU/804 2	Freeman Gulch P.M. 51.8 to 62.3	Widen S.R. 14 in Kern County to four-lane expressway ²	\$12,583	TBD		X	X	
Tier 2	STIP	MOU/241	U.S. 395 in Mono Co/117.9 - 119.4	Highpoint Curve Realignment - Upgrade 1.5 miles and construct curve improvements	\$2,850	TBD			X	
Total State					\$68,689					
Inyo County										
Tier 2	STIP		Nine Mile Canyon Rd.Phase 2	Reconstruct	\$100		X			
Tier 2	STIP		Lone Pine Town Rehabilitation	Reconstruct	\$1,860	TBD	X			
Tier 2	STIP	City / County / Caltrans	See Vee Lane Extension	Extend to Choctaw Drive across US 395	\$250	TBD		X	X	
Tier 2	ARRA TIGER		South Lake Road Rehabilitation	Reconstruct		TBD	X		X	
Total County					\$2,110					
City of Bishop										
Tier 2			Warren Improvements	Rehabilitate pavement, construct curb, gutter, and sidewalks, improve drainage south to north end	\$2,000		X			X
Tier 2			Wye Rd.	Rehab pavement, construct curb, gutter, sidewalk on south side west of Spruce	\$800		X			X
Tier 2			Hanby Street	Rehab pavement, construct curb, gutter, sidewalk, improve drainage Line to Pine	\$800		X			X
Total City of Bishop					\$3,600					
Total Short-Range STIP Projects					\$74,399					

¹Total Cost includes Construction, Environmental & Planning (E&P), Plans, Specifications, Estimates (PS&E) and Right-of Way Support (RW Sup)

²Inyo County has entered into an MOUs with Caltrans, KernCOG, and Mono County to jointly fund projects on US 395/CA 14 corridor. The funding for these projects is split with: 40% ITIP, 40% home County RIP, and the other

³The 2008 Inyo RTIP set aside \$10,190 in reserve for the construction component of Olancha/Cartago in a future STIP cycle.

APPENDIX 4F

Road Projects

Long-Range Capital Improvement Program (11-20 Years)

Priority	Funding Source	Project Number/ Proponent	Route/PM	Description	Total Cost ¹ (\$1,000)	Construction Year	Purpose/Need			
							System Preservation	Capacity Enhancement	Safety	Multi-Modal
State Highways										
Tier 3	STIP	MOU	U.S. 395/14.8 to 23.0	Convert U.S. 395 in Kern County from 2-lane conventional to 4-lane expressway	\$8,359	TBD		X	X	
Tier 3	STIP	MOU	SR 14/45.9 to 62.3	Convert SR 14 in Kern County from 2-lane conventional to 4-lane espressway	\$9,364	TBD		X	X	
Tier 3	STIP	MOU/8042	Freeman Gulch P.M. 45.9 to 51.8	Widen S.R. 14 in Kern County to four-lane expressway2	\$4,890	TBD		X	X	
Total State					\$22,613					
Inyo County										
Tier 3	TBD		Whitney Portal Road	Reconstruct	\$6,400		X		X	
Tier 3	TBD		Horseshoe Meadows Road	Reconstruct	\$8,887		X		X	
Tier 3	TBD		Pine Creek Road (from US 395 to Rovana)	Reconstruct	\$1,473		X		X	
Tier 3	TBD		Sabrina Road	Reconstruct	\$323		X		X	
Tier 3	TBD		Brockman Lane	Reconstruct	\$1,270		X		X	
Tier 3	TBD		South Barlow Lane	Reconstruct	\$1,334		X		X	
Tier 3	TBD		See Vee Lane	Reconstruct	\$635		X		X	
Total County					\$20,322					
City of Bishop										
Tier 3	TBD	Joint City and County	Wye Road/Airport Access Road	Extend Wye Road to airport	\$3,000			X		
Tier 3	TBD	Joint City and County	Jay Street	Extend Jay Street to East Line Street east of Johnston Drive	\$5,000			X		
Tier 3	TBD		Short Street	Rehab pavement, construct curb, gutter, sidewalk, improve drainage west of Sneden	\$600	TBD	X			X
Tier 3	TBD		Church Street	Rehab pavement, construct curb, gutter, sidewalk	\$500	TBD	X			X
Tier 3	TBD		West Yaney	Rehab pavement, construct continuous curb, gutter, and sidewalk	\$1,600	TBD	X			X
Tier 3	TBD		East Line Street	Rehab pavement, construct curb, gutter, and sidewalk, improve drainage	\$2,600	TBD	X			X
Tier 3	TBD		B Street	Construct new street between Line Street and Wye Road	\$6,000	TBD		X		
Tier 3	TBD		Sierra Street	Extend Sierra Street to See Vee Lane	\$3,000			X		
Total City of Bishop					\$22,300					
Total Long-Range Road Projects					\$65,235					

¹Total Cost includes Construction, Environmental & Planning (E&P), Plans, Specifications, Estimates (PS&E) and Right-of Way Support (RW Sup)



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: October 8, 2013

SUBJECT: Inyo County 2014 Regional Transportation Improvement Program (RTIP) Submittal

DEPARTMENTAL RECOMMENDATIONS:

1. Review the County projects to be programmed in the 2014 RTIP;
2. Approve two separate lists of projects for two different scenarios described below and forward this to the Inyo County Local Transportation Commission (LTC);
3. Authorize the Public Works Director to sign any documents related to the 2014 RTIP and to modify the scope of a possible County project to fit the available funding.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The RTIP, at its core, specifies project cost amounts by project components and the fiscal year in which funds are available for a project. The LTC will consider approval of the RTIP at a meeting later this fall. The RTIP is due to be submitted to the California Transportation Commission (CTC) by December 15, 2013. The CTC is scheduled to approve each county's RTIP on March 19, 2014, at which point the Inyo RTIP becomes part of the Statewide Transportation Improvement Program (STIP).

Discussion

The STIP is updated every two years and covers a five-year funding period. The 2014 STIP will cover the five years between FY 2014-2015 through FY 2018-2019. Generally, new funds are only available in the last two years of the funding cycle. Here is the timeline for the consideration of the 2014 STIP.

Timeline for 2014 STIP	
CTC adopts Fund Estimate	August 6, 2013
Caltrans District 9 identifies state highway needs	September 13, 2013
Inyo County LTC submits adopted RTIP	December 15, 2013
Caltrans submits Interregional Program (ITIP)	December 15, 2013
CTC South State hearing	February 4, 2014
CTC publishes staff recommendations	February 27, 2014
CTC adopts STIP	March 19, 2014

Olancha-Cartago Four-Lane Project and Funding Needs on the State Highway System

This year's STIP cycle for the LTC is dominated by expenses resulting from the programming of the construction component of the Olancha-Cartago four-lane project on US 395. The construction cost of this project will use all of the shares the LTC has previously set aside for this project, all of this year's shares, and all of the future shares the LTC will receive in the next couple STIP funding cycles, unless additional funding is located.

In 1999, the Inyo County LTC entered into a three party MOU to fund improvements to US 395 and SR 14, including the Olancha-Cartago four-lane project. The funding for Olancha-Cartago is split with Inyo County LTC contributing 40% to the project, Mono County LTC contributing 10%, the Kern Council of Governments contributing 10% and the Interregional Improvement Program contributing the remaining 40%. The MOU also included projects in Mono and Kern counties. The MOU funding partners and the State are willing to program their share to the Olancha-Cartago project in the 2014 STIP. This MOU was updated by the LTC in September as a part of the preparation for the 2014 STIP.

The Inyo County LTC has set aside about \$9.8 million in the last three cycles in preparation for this event. Inyo LTCs share for the project will be approximately \$37.4 million. The 2014 STIP draft fund estimate shows that the Inyo County LTC will receive \$6.8 million in additional capacity. This means the programming of the Olancha-Cartago construction component will create a negative share balance of approximately \$20.8 million. In past STIP cycles, the LTC has received from \$0 to about \$13.4 million of additional share balance. Assuming the LTC receives an average of the \$10 million per cycle, the LTC may not have a positive share balance to expend on local streets and roads until the 2020 STIP cycle.

There is an advantage to programming the project now. Once the project is ready for construction, there is a possibility that some other type of funding source will be available at the State or Federal level that can be used to fund construction. The table below summarizes the funding needed for Olancha-Cartago.

Inyo 2014 RTIP Funding Snapshot					
Project	Total Cost	LTC al Project Share	Previous Set Aside	2014 STIP Share	Future Share Balance
Olancha-Cartago Construction Component	\$93.5 million	\$37.4 million	\$9.8 million	\$6.8 million	-\$20.8 million

2014 RTIP Project Priorities

At its July 17, 2013 meeting, the LTC sent a letter to the State and its MOU funding partners that it is the intent of the Inyo LTC to program the construction component for the Olancha-Cartago project as a part of the 2014 RTIP. It is likely the Inyo County LTC will use the following priorities in the development of the 2014 RTIP.

1. Program funds toward MOU projects,
2. Complete local streets and road projects programmed in the 2012 STIP,
3. Fund cost increases for existing projects.

The County and City of Bishop will be able to complete previously programmed projects and may be able to fund cost increases to existing projects.

The current 2012 STIP program schedule of projects for the County is shown in the table below.

Project	Component	Dollar Numbers in 1,000s			
		Prior	2014/2015	2015/2016	2016/2017
West Bishop Resurfacing Project	Environmental	15			
	Design	122			
	Construction			2,885	
South Bishop, resurfacing	Design	65			
	Construction	1,673			
See Vee Lane (Extend to Choctaw)	Environmental	250			
Total				2,885	

Below is the strategy staff is proposing to move each of the above-listed projects forward.

West Bishop Resurfacing

This project is located in an unincorporated area of West Bishop on Pa Me Lane and on up to ten additional residential streets in the neighboring area. These roadways suffer from severe transverse cracks. The project will reconstruct the existing roadways, grinding the existing surfaces, and replacing repaving the entire roadway. This project was programmed as a part of the 2012 STIP cycle and transferred funds from the Gill Station/Coso Road project (the County instead used Proposition 1B funds to overlay the length of that road).

The project includes 3 miles of roads including Pa Me Lane; Sunset Subdivision roads (Sunset Drive, Snow Circle, Sundown Circle, Summer Haze Circle, Leisure Circle, and Autumn Leaves Circle) Irene Way, Carol Lane, Sierra Vista Way, and Glenbrook Way. The project is currently in preliminary survey and design with construction anticipated in summer 2016. No changes to the current programming are proposed as a part of this RTIP.

West Bishop Resurfacing						
	Prior	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Environmental & Project Approval	\$15,000					
Plans, Specifications, and Estimates (Design)	\$122,000					
Construction		\$2,885,000				
						Total \$3,022,000

See Vee Lane (Extend to Choctaw)

This project includes extending See Vee Lane to Choctaw Avenue. Caltrans has requested that the county participate in this project because of the high accident rate on U.S. 395 between See Vee and Pa Ha Lanes. Caltrans plans to signalize U.S. 395 at See Vee Lane, and has requested that the county install the signal legs on See Vee Lane. Caltrans is requesting that the county install a new entrance to Highlands Mobile Home Park from the proposed See Vee Lane extension. Extending See Vee Lane to Choctaw will require acquisition an easement from the Los Angeles Department of Water and Power (LADWP), and may require acquisition of right-of-way from private property owners.

Currently, the project is early in the environmental phase. Costs for design, right-of-way, and construction will be determined after the environmental phase of the project is complete. Not enough information is known to ask for additional funding for this project at this time. Caltrans District 9 staff will work with the County to identify funding to complete this project, if the project goes forward. No changes to the current programming are proposed as a part of this RTIP.

South Bishop Resurfacing

Staff has been informed by Caltrans Local Assistance that this funding for this project has been federalized because Sunland Drive is a major collector (eligible for federal funding) and the project cost exceeds \$1,000,000. The project has been delayed because of issues with federalizing project, and with requirements of Caltrans for archaeological studies. Studies have been completed, and will go to Caltrans for review. Anticipate approval of funding for PS&E phase by March 2014. It is unclear how the project funding will change given the changes to the TE program (see below for discussion of changes to TE created by MAP-21).

South Bishop Resurfacing						
	Prior	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Environmental & Project Approval	\$65,000					
Plans, Specifications, and Estimates (Design)	\$150,000					
Construction		\$1,673,000				
						Total \$ 1,888,000

Alternative Transportation Program

The Transportation Enhancement (TE) program was removed from the STIP programming process as a result of the Moving Ahead for Progress in the 21st Century (MAP-21) Federal Transportation Reauthorization. This may change the funding for the Ed Powers and Sunland Lane bicycle lane projects. The State is deciding how to implement an Alternative Transportation Program. The State Legislature is now considering legislation to enact the new program. The legislation directs the CTC to come up with the criteria to score and evaluate these applications. CTC staff has indicated that they hope to have a draft ready by January. It is not yet clear how currently programmed projects that are eligible under the new guidelines will be handled. It appears that the funds will be split such that some will be allocated to the Inyo County LTC and others will be available on a regionally competitive basis. The County will need to take an active role in initiating Alternative Transportation Projects in the future to make sure they are competitive on a regional level. The first priority is to complete currently programmed projects (Ed Powers Road and Sunland Lane Bike Lanes).

Future STIPs

The local projects that the County has brought forward in the STIP were generally carried forward from the 2006 STIP Augmentation. At that time, funding was made available for local streets and roads at the discretion of local transportation planning agencies. Since then, the County has been able to fund some cost increases. Any new projects (West Bishop Resurfacing) were only developed with the deprogramming of other projects. The needs on the State Highway system (Olancho-Cartago) have overshadowed the needs on local streets and roads. There have also been times where the CTC has not allocated funds for local streets and roads. It is unclear if the STIP will once again become a significant funding source the County can use for local road reconstruction projects.

Staff is also bringing a project prioritization agenda request forward for your Board's consideration before this item is considered. The goal of the project prioritization request will be to establish a list of projects where the County can do preliminary work to bring forward projects in the event more STIP funding becomes available.

Possible STIP Complications and a Backup Plan

The Caltrans and the Inyo County Local Transportation Commission are attempting to fund the construction component of Olancho-Cartago in this STIP cycle. The Inyo County LTC, on July 17th, approved a letter of intent directed to its funding partners that it is planning to program its share (40%) of the Olancho-Cartago in this STIP cycle. State staff, Mono County LTC staff, and Kern Council of Governments (Kern COG) staff have indicated their support for funding their share (40%, 10%, and 10%). There is a small chance that the funding of Olancho-Cartago in this STIP cycle will though because of Kern COG's other commitments. Kern COG needs to fund a match for a federal project to fund the extension of SR 58 from SR 99 to I-5. Their staff's second priority is to fund their share of the Olancho-Cartago project. Since Caltrans programming and CTC staff are in support of the programming the project, it is probable the State will find a way to make it work.

Public Works/LTC staff is proposing to have the Inyo County LTC approve a preferred RTIP that will have no additional local projects. When the CTC comes out with its staff recommendations three weeks before the STIP approval hearings, we will have a good idea if the proposed programming of Olancho-Cartago will happen as a part of this STIP cycle. If the programming falls through because of complications, the Inyo County LTC will have a second STIP ready that will have a County and City project proposed for funding. The Inyo County LTC will recommend that at least ½ of the new STIP shares are set aside for the funding of Olancho-Cartago.

The staff recommendation is for the Lone Pine Town Rehabilitation Project to be programmed in this instance. If your Board has changed the ranking of projects for funding, then the highest ranking project will be moved forward. The City of Bishop will likely bring forth a proposal to program the construction component of Phase II of their Warren Street project in the amount of \$1.9 million. The City of Bishop has only about 21% of the population of Inyo County and the length of their road system is about 3% of the size of the Counties. However, Bishop is a regional center and their streets do tend to have more traffic than County roads. If the City proposes Warren Street, the LTC may be able to come to an agreement where a fixed amount of future STIP funding automatically goes to the County before the City can receive additional funds. Assuming the City project were to be forwarded in that amount, it is recommended that the Lone Pine Town Rehabilitation project be designed for a total project cost of \$1.6 million. County staff will work to refine the project scope and project component costs after receiving confirmation from your Board on which project would be

brought forward. The County would be wise in this instance to have this as a backup plan even though it is unlikely that the second instance will occur.

Here is a table that summarizes the two different RTIP scenarios for Inyo County.

Scenario	Olancha – Cartago Construction Programming	County Projects Programming in RTIP
No. 1	Olancha-Cartago construction is programmed in the 2014 RTIP/STIP cycle	Only existing projects
No. 2	Olancha-Cartago construction is not programmed in the 2014 RTIP/STIP cycle	Existing projects plus one new project may be able to be funded. Staff proposes the Lone Pine Town Rehabilitation project

The reason the word that the scenario No. 2 is conditioned by the word “may” is that the Inyo County LTC has the final discretion as to what’s included in the RTIP and the CTC has the final discretion on what’s included in the STIP.

ALTERNATIVES:

- 1) The Board could alter the list of projects.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to alter the proposed RTIP submittal. Staff hopes to bring the RTIP forward at its October meeting to let its partner agencies know that it is moving forward with Olancha-Cartago.

OTHER AGENCY INVOLVEMENT:

1. The Inyo County Local Transportation Commission will adopt the schedule and programming amounts for each project as part of the Inyo County RTIP and submit the RTIP to the CTC.
2. The CTC will approve each county’s RTIP, at which point it will become the STIP.

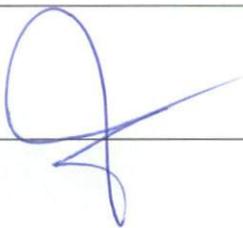
FINANCING:

Time to complete this staff report is funded by the LTC Overall Work Program. The County will need to adjust the budget for each project in accordance with the schedule and program amounts adopted in the RTIP. This will be completed as part of the adoption of the Fiscal Year 2014-2015 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ 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: 9/27/13



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 19

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Workshop to Update Status of Community Water Systems

DEPARTMENTAL RECOMMENDATIONS:

Participate in a workshop regarding process to develop a strategy for the operation and maintenance of the community water systems owned by Inyo County (Lone Pine, Independence and Laws) and provide direction to staff.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 20, 2013 the Board of Supervisors held a workshop to receive and discuss information about the community water systems. The Board was presented with information regarding the history of the systems, completed upgrades to the systems, and historical financial data regarding the system. The Board was also provided information about recent efforts to enter into a new operations/maintenance contract or lease the system.

The Board directed staff to do additional analysis and develop a plan for the orderly evaluation of the most beneficial mechanism for operations and maintenance of the community water systems. The purpose of this workshop is to present a plan and timeline to develop a stable, financially viable operations and maintenance program for the Board's consideration.

The Board also requested information on rates being charged by other water system operators. This will be presented as well.

ALTERNATIVES:

Your Board could choose not to conduct the workshop. This is not recommended because the workshop is an opportunity move towards stable and financially viable operation of the community water systems.

OTHER AGENCY INVOLVEMENT:

California Rural Water Association
California Department of Health
Lone Pine Community Services District
Owenyo Services
Inyo County Environmental Health Department

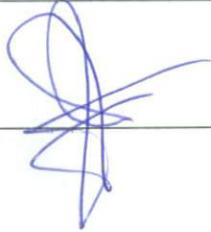
FINANCING:

There are no costs to the County for this workshop.

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>09/26/13</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>N/A</u> 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: <u>N/A</u> Date _____

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



Date: 9/27/13



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 Closed Session Informational

FROM: Pam Hennarty, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: February 5, 2013

SUBJECT: Direction Regarding Expenditure of Remaining 2013-2014 Advertising County Resources budgeted for the Community Project Sponsorship Program Grant Appropriation

DEPARTMENTAL RECOMMENDATION:

Request your Board Provide Direction Regarding Expenditure of Remaining 2013-2014 Advertising County Resources budgeted for the Community Project Sponsorship Program Grant Appropriation

SUMMARY DISCUSSION:

During the 2013-2014 Budget Hearings there was discussion by your Board regarding the Advertising County Resources - Community Project Sponsorship Program (CPSP) Grant Funding. At that time, Staff committed to bring back for discussion and direction this community funding opportunity with the potential to revisit how these funds are allocated.

The Community Project Sponsorship Program's Fiscal Year 2013-14 budget allocation is \$100,000, which was approved in September of 2013. A Fall Round of CPSP Grants was completed in September 2013, resulting in the award of \$20,000 of grant funding for six projects. Typically, staff would be preparing for the second grant cycle in the coming weeks to award the remaining \$80,000 in funds by December 1, 2013.

The proposed Community Project Sponsorship Program application package is attached.

ALTERNATIVES:

Your Board can provide direction to continue with the CPSP as outlined in the attached Program Guidelines or can provide direction to staff for alternative programs or uses for the remaining \$80,000 in CPSP funding for the Fiscal Year 2013-2014.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____
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DEPARTMENT HEAD SIGNATURE:

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

Tom Hennaty

Date: 10/03/13



EASTERN CALIFORNIA MUSEUM

COUNTY OF INYO
155 N. GRANT ST., P.O. BOX 206
INDEPENDENCE, CA 93526
www.inyocounty.us/ecmuseum

October 8, 2013

FY 2013/14 COMMUNITY PROJECT SPONSORSHIP PROGRAM SPRING/SUMMER GRANT APPLICATIONS

The 2013/14 Community Project Sponsorship Program is accepting grant applications for the Spring/Summer grant cycle, for events/projects that will be completed by the end of the fiscal year, June 30, 2014. You will find the Program Guidelines and Grant Application form at the following link www.inyocounty.us/Comm_Proj_Spon/CPSP.htm. Should you need a paper version, please call Laura Piper at (760) 878-0002.

The deadline for applying for FY 2013/14 Community Project Sponsorship Program is November 15, 2013; Grant applications will be accepted from now until 5 p.m. on Friday, November 15, 2013.

To be considered, **three copies** of the completed grant application, **each with an original signature**, must be received by the Office of the County Administrator by 5 p.m. on Friday, November 15, 2013. **No postmarks, facsimile, or electronic copies will be accepted.**

If mailing, mail to: Office of the County Administrator
Attn: Community Project Sponsorship Program
P.O. Drawer N
Independence, CA 93526

If hand delivering, deliver to: Office of the County Administrator
224 N. Edwards Street
Independence, CA
(760) 878-0292

Grant applications will be reviewed for completeness and eligibility and those deemed complete and eligible will be forwarded to the Review Panel for evaluation. The Board of Supervisors is expected to consider the Review Panel's funding recommendations on December 3, 2013.

Sincerely,

Jon Klusmire
Museum Services Administrator
Eastern California Museum



**COMMUNITY PROJECT SPONSORSHIP PROGRAM
GRANT APPLICATION**

Name of Project/Event: _____

Amount of Grant Request: \$ _____

Date: _____

APPLICANT INFORMATION

Name of Organization: _____

Street Address: _____

Mailing Address (if different): _____

Contact Person: _____ Phone: _____ E-Mail: _____

Type of Organization: _____ Tax ID# _____

Primary Purpose of Organization:

ACTIVITY INFORMATION

Description of Project or Event for Which Funding Is Being Requested:

Date(s) of Event or Project period: _____

Total Hours Budgeted for Project or Event: _____

Volunteers: Total # _____ Total Hours _____

Sources of Volunteers: _____

Paid Staff: Total # _____ Total Hours _____

BUDGET/FUNDING INFORMATION

If grant funds will be used to reimburse paid staff costs:

	<u>Position</u>	<u>Hourly Pay Rate*</u>	<u>Hours for Project/Event</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

*Exclusive of benefits & overtime. Must provide documentation of pay rate with payment request.

Event/Project Budget:

Budget Category	Description	Cost
Staff Support		
Contractor(s) and/or Consultant(s)		
Printing		
Advertising		
Postage		
Facility Rental		
Equipment Rental		
Misc Supplies		
Entertainment		
Other		
Total		

Sources of Project/Event Financing:

<u>Source</u>	<u>Amount</u>
<u>Fees/Admission</u> _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

If a fee is charged to participants of the Project/Event, has the fee been increased or decreased, and by how much, to reflect the costs of staging the event? Describe:

OTHER INFORMATION

What percentage of Project/Event budget does grant request represent? _____

Sources of In-kind Support:

<u>Description</u>	<u>Source</u>	<u>Value</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	TOTAL	\$ _____

Describe how the event or project will comply with the requirement that the County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, web sites, etc.). Identify each medium, including quantity (e.g., number of ads, posters, t-shirts, etc.) and location (e.g., name of publication in which ad will be placed).

Will the Project/Event happen if your organization does not receive a Community Project Sponsorship Grant? Y N

If "Yes" how will receiving a grant enhance the Project/Event?

If "Yes" how would receiving only partial grant funding enhance the Project/Event?

Identify Top 3 Benefits of Project Event (Place 1,2,3 in boxes below)

- Fundraiser
- Attract visitors from outside of Inyo County
- Attract visitors from other communities in Inyo County
- Fundraiser for multiple groups (list groups: _____)
- Cultural enrichment
- Civic tourism
- Recreational enrichment
- Other _____ Describe: _____

Comments:

If grant request supports Event:

Total Attendees: _____ In-County _____ Out of County _____

If grant request supports project:

Total Audience: _____

Electronic (describe) _____

Print (description) _____

Expected Visitation _____ In-County _____ Out of County _____

How will outcome of Project/Event be measured?

What will constitute the Event/Project being a success?

Is the Project/Event part of a regional program? Y N

Could it be? Y N

Identify similar Events/Projects your organization has successfully implemented:

Describe how you believe the Project/Event supports the tenets of civic tourism?

Is your organization, or the Project, or Event already receiving financial or in-kind support from Inyo County? Y N

Describe:

If this Project/Event was funded in the past five years by a CPSP grant, did the Project/Event meet the goals and measurements of success outlined in the previous CPSP Grant Application?

Yes N Describe:

What are your plans for continuing the Project or Event in future years?

How?

Signature acknowledges that all information on application is true and correct and that Applicant has read and agrees to comply with Community Project Sponsorship Program Guidelines and Standard Contract No. 159.

Signature

Date

Attach:

- Certification of Tax Status
- IRS certification of organization's 501(c)(3) or 501(c)(6) status
- Organization's Budget for current fiscal year including identification of all reserve funds
- Financial Statements prepared/reviewed/compiled/audited (circle all that apply) by_____.
- W-9 Form

Optional:

- Single page (one sided, 12-pt font, single spaced) expanding on any aspect of your Project or Event
- Letters demonstrating community support



COMMUNITY PROJECT SPONSORSHIP PROGRAM GUIDELINES

Overview

The Community Project Sponsorship Program provides an opportunity for the County of Inyo to sponsor, in the form of a financial contribution, specific events or projects undertaken by non-profit organizations in Inyo County communities that enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County.

Funding

Each year, as part of the County Budget process, the Board of Supervisors appropriates the amount of funding available for the Community Project Sponsorship Program. Applications for Community Project Sponsorship Program funding will only be considered after the County Budget is adopted.

However, to provide an opportunity to sponsor events or projects that will take place during July, August, September or October – the months when the County Budget is usually being prepared, adopted and initially implemented – up to 35% of the prior fiscal year's Board-Approved budget for the Community Project Sponsorship Program will be included in the County's Preliminary Budget for the coming fiscal year. For example, if the Community Project Sponsorship Program has a Board-Approved Budget of \$100,000 for FY 2007-2008, the Preliminary Budget for FY 2008-2009 may include \$35,000 to make Community Project Sponsorship Program grants for events or projects being held after July 1st and before November 2008.

The Community Project Sponsorship Program is intended to provide funding – in the form of County sponsorship – for a specific event or project. Accordingly, it should be considered one-time funding. Annual events or reoccurring projects are eligible to submit Community Project Sponsorship Program applications in consecutive years, but there is no assurance of receiving on-going funding.

Grant funding must be applied for, and awarded by the Inyo County Board of Supervisors in advance of the event or project (or component thereof) for which

financial assistance is sought. Funding is not available to pay for costs that have already been incurred by the applicant before the grant funding is awarded by the Board of Supervisors.

The maximum amount of any single grant award made through the Community Project Sponsorship Program is \$10,000.00.

Application Periods

The County will usually accept applications to the Community Project Sponsorship Program in October and May. The Board of Supervisors will consider applications to the Community Project Sponsorship Program twice a year.

Applications for the Community Project Sponsorship Program will be available once the Board of Supervisors adopts the County Budget, usually in September. During the month of October, the County will accept applications to the Community Project Sponsorship Program for events and projects that will be implemented prior to June 30th of the fiscal year, and the Board of Supervisors will usually consider all complete and eligible applications in November.

In May, the County will accept applications to the Community Project Sponsorship Program for events and projects that will occur between July 1st and the second Tuesday in November in the next fiscal year. The Board of Supervisors will consider all complete and eligible applications in June.

Eligibility

Only non-profit organizations certified by the Internal Revenue Service as 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7) organizations at the time the application is submitted, and having its principal office, primary place of operations and business address in Inyo County, have no delinquent property taxes due Inyo County, and are eligible to apply for a Community Project Sponsorship Program grant. If awarded a grant, an organization must maintain such status during the term of the grant award.

To be considered for a Community Project Sponsorship Program grant, the grant applications must be:

1. Submitted by an eligible organization;
2. For a specific project or event, or a specific component of an on-going project or event, that:
 - a. enhances in-county and/or out-of-county visitation to the community; or,
 - b. otherwise provides for the cultural or recreational enrichment of the citizens of Inyo County
3. Complete.

A grant application that seeks funding for more than one event or project in the same application will not be considered. However, eligible organizations may submit more

than one Community Project Sponsorship Program grant application. Each project or event, or component thereof for which funding is sought must be accompanied by a separate Community Project Sponsorship Program grant application.

Note: The Community Project Sponsorship Program is not intended to provide funding for projects or events administered by, or that directly benefit any institution operated by the County of Inyo. Applications that appear to seek funding for such projects or events will not be considered.

Selection Process

Applications for Community Project Sponsorship Program grants will not be reviewed until after the submittal deadline printed on the application. Following the application deadline, applications that have been timely submitted will be screened for completeness, and the eligibility of the applicant will be assessed. Incomplete applications, and applications from applicants whose eligibility is not clearly established (e.g., failure to provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7), failure to provide certification of tax status, valid tax identification number, or demonstrate its operations as having its principal office, primary place of operations and business address in Inyo County, will not be considered further. It is the sole responsibility of the applicant to ensure that its application is complete, and its eligibility clearly demonstrated.

Applications deemed complete and submitted by an eligible applicant will be forwarded to a Review Panel comprised of County staff, staff from other public agencies, and/or community leaders. The Review Panel will evaluate each application, on its own merits, using the following criteria:

- i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?
- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the event or project? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar events or projects? Is the nature of the event or project such that it seems "doable?" If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the event or project clearly articulated? Will the event or project benefit the entire community, or primarily benefit

only segments of, or specific organizations/businesses in the community? If the event or project is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the event or project extend to the greater region, or the County as a whole?

- v. **Overall Merit [15 points]**. What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., eco tourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See www.civictourism.org]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the event or project articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points]**. Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points]**. If the Community Project Sponsorship Program grant is the primary source of monetary funding for the event or project: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event or project? If the amount requested is less than 50% of the cash needs for the event or project, what additional benefit(s) will be derived as a result of receiving Community Project Sponsorship Program funding?
- viii. **Regional Context [5 points]**. Is the event or project part of an organized series of regional events or a regional theme? Does the event or projects have a possible future regional application?
- ix. **Sustainability [5 points]**. Is the event or project intended and likely to continue in the future without additional Community Project Sponsorship Program support?
- x. **Other County Support [5 points]**. Is the funding being requested through the Community Project Sponsorship Program the only form of financial or in-kind support the applicant, or event or project, will receive from Inyo County this fiscal year?
- xi. **Clarity [10 points]**. Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Project Sponsorship Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The points assigned to each criteria category by individual members of the Review Panel will be averaged, and the average score awarded in each criteria category will be totaled. Applications must receive a total score of at least 70 points (out of 100 points possible) to be eligible for funding consideration. The Review Panel will make funding recommendations based on the scores each application receives. The Review Panel may also recommend specific limitations on the use of grant funds.

The Review Panel will forward applications that score 70 points or higher, and associated funding recommendations to the Board of Supervisors. The Board of

Supervisors may accept, modify or reject the Review Panel's recommendations. The decision of the Board of Supervisors will be final and not subject to appeal.

Use of Funds

Community Project Sponsorship Program grant funds shall only be used as described, and to carry out the specific event or project identified in the grant application as approved by the Inyo County Board of Supervisors.

Grant funds may be used to pay for regularly paid staff time, exclusive of overtime and benefits, providing that the amount of staff time paid for with grant funds does not exceed staff time allocated to the specific event or project.

Community Project Sponsorship Program grant funds cannot be used to pay for expenses associated with the applicant's day-to-day operating costs (e.g., office rent, office utilities, general office supplies, general travel expense, general insurance, per diem, etc.).

Requirements

All grant applicants must successfully execute Inyo County Standard Contract Number 159 (copy attached), including provision of a valid W-9 form, documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7), provide certification of tax status, and demonstrated proof of insurance, including but not limited to General Liability, Automobile Liability, Workers' Compensation, Errors and Omissions, etc. (see Inyo County Standard Contract Number 159 for complete details about insurance requirements and provisions that must be met by grant applicants).

Requirements that the grant applicant is expected to comply with include, but are not limited to:

- All events and projects must be completed within the fiscal year (July 1 to June 30) in which the grant award was made.
- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, web sites, etc.) associated with the event or project. This includes featuring the County seal, web site and/or being credited by name in writing if so specified by the County. Acceptable credit lines in advertisements, posters, web pages, etc., include "Sponsored by the County of Inyo," "Co-Sponsored by the County of Inyo," "Funded in part by the County of Inyo," or other similar phrasing. The official seal of the County of Inyo (not the marketing brand/graphic for "The Other Side of California") shall be used unless otherwise approved in writing by the County. The acknowledgement of the County's contribution should be in roughly equal proportion to the level of sponsorship. If the web pages of sponsors are being included in promotional material, www.theothersideofcalifornia should be used, not the County's general

government web page. There are some cases where promotional material is used to both thank sponsors and help promote sponsors. In such cases, event organizers should use "The Other Side of California" brand/logo. County staff will be available to help determine how the grant recipient can include the appropriate credit for the County's contribution to the event or project. The applicant will be required to demonstrate compliance with this requirement prior to receiving the last 25% of its grant award.

- If there is a circumstance which makes it unpractical, physically improbable, or graphically and technically inappropriate to include the required credit or sponsorship information noted above, the County must be notified and then approve in advance, in writing or e-mail, any advertisement or promotional item that does not include listing or crediting the County as an event sponsor or contributor. The County and the applicant will, at that time, agree on alternative ways (press releases, Web page announcements, other material related to the event) to give the county the appropriate credit for co-sponsoring or co-funding the event. NOTE: Experience indicates that it would be a rare circumstance that would preclude compliance with the requirement to list the county as a sponsor on all ads and promotional material. The County's approval will not be unreasonably withheld.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.
- Only costs incurred after the Board of Supervisors has approved the grant award are eligible for reimbursement.
- Prepaid expenses are not eligible for grant funding until the good or service is actually received, unless prepaid costs are specifically identified in the grant application and subsequently approved by the County.
- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted. Those advertising buys must be identified in detail in the grant application with regard to the media buy and estimated price.
- Reimbursement of the final 25% of the grant award will not be made until the applicant has:
 - Completed the event or project identified in the grant application.
 - Submitted appropriate documentation of eligible expenses to the County.

- Submitted samples of all promotional materials produced in relation to the event or project, and demonstrating that all promotional materials for the event or project identified Inyo County as a sponsor of the activity.
 - Completed and submitted the Final Report form provided by the County.
 - Submitted a final written report to the County that includes an overview of the event or project, a statistical overview of the event or project – number of participants, etc. – or other relevant details about the event or project. If the final written report is deemed satisfactory, County staff can present the final written report and other supplemental information about the event or project and provide an oral report to the Board of Supervisors, but grantees still have the option to attend and make a presentation.
 - If there are questions or concerns expressed by county staff about the expenditure of the grant money as outlined in the final written report, or if the Board of Supervisors has additional questions and determines it needs more information than in the written final report, the grant recipient will appear in front of the Board to present a final, oral and written report.
- Reimbursement of eligible paid staff costs will only be made after the event or project has been completed, thus the invoice or billing for staff costs can only be included in the Final Report, which is completed in order to receive the final 25 percent of the grant funds.

Failure to comply with any of these requirements, or other provisions of Standard Contract Number 159 may result in a suspension of grant funding, require reimbursement of grant monies already advanced, and disqualify the applicant from consideration for future grant funding.

Receipt of Grant Funds

Upon the County and Applicant executing Inyo County Standard Contract Number 159, the grant recipient will, within 30 calendar days, receive 50% of the amount of their grant award (excluding paid staff costs).

The County will advance to the grant recipient an additional 25% of their total grant award within 30 calendar days of the County's receipt of satisfactory documentation demonstrating that the grant recipient has expended the initial grant funding consistent with the terms of their application and contract with the County.

If the grant recipient does not have readily available satisfactory documentation demonstrating the initial 75 percent of grant funding has been spent consistent with the terms of the application and contract with the County, the matter will be presented to the Board of Supervisors for a determination of whether the recipient must reimburse the County for the initial grant funds. Additional terms and conditions with regard to future Community Sponsorship Grants can also be placed on the grant recipient at the direction and discretion of the Board of Supervisors.

The County will pay the final 25% of the grant award, and all eligible paid staff expenses within 30 calendar days after:

- Completion of the event or project; and,
- Receipt and approval of a Final Reimbursement Request including appropriate documentation of expenses; and,
- Receipt of the completed Final Report Form; and,
- Receipt of copies of all promotional materials developed in association with the event or project, and pre-approved by the County, and demonstrating acknowledgement of the County as a sponsor of the activity; and,
- Grantees can make a final presentation in front of the Board, or can submit a final report and have County staff present the final report to the Board. If there are questions or concerns expressed by county staff about the expenditure of the grant money as outlined in the final written report, or if the Board of Supervisors has additional questions and determines it needs more information than in the written final report, the grant recipient will appear in front of the Board to present a final, oral and written report.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors meeting of September 17, 2013.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: HEALTH & HUMAN SERVICES – Mental Health

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Enactment of Ordinance establishing fees for the Inyo County Mental Health Program

DEPARTMENTAL RECOMMENDATION:

Request your Board enact Ordinance No. _____ to (1) repeal Ordinance No. 1174, and (2) establish a new Ordinance with the new fee schedule.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At your October 1, 2013 Board Meeting your Board conducted a public hearing for the purpose of adopting the above referenced ordinance, waived the first reading, and scheduled the adoption of the ordinance for Tuesday, October 8, 2013. The ordinance will take affect (30) thirty days following Board adoption.

ALTERNATIVES:

Your board could deny this request, and the result would be lower cash flow this fiscal year, which would be recouped a few years later via cost report settlement. Inyo County Mental Health would continue to claim SDMC FFP at its 2012 - board approved rates.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

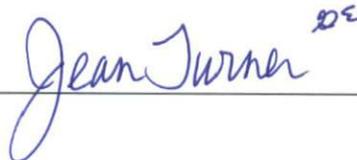
Short Doyle Medi-Cal - Federal Financial Participation; Realignment & MHSA matching funds increase. Revenues will be deposited in Mental Health (045200), object code Mental Health Medi-Cal (4748).

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>yes</u> Date: <u>9/3/2013</u>
AUDITOR/CONTROLLER: N/A	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: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER: N/A	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/19/13

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY COMMUNITY
MENTAL HEALTH SERVICE FEES
AND REPEALING ORDINANCE NO. 1174

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges mental health fees for mental health services provided by the County. These fees are only charged to those who are able to pay them. These fees were last adopted on December 18th, 2012. The intent of this ordinance is to adjust those fees in accordance with Assembly Bill (AB) 1297, which directs the California Department of Health Care Services (DHCS) to reimburse Mental Health Plans (MHP) based upon an approximation of their actual costs. DHCS has determined that a reasonable approximation of the MHP's cost is the calculation of costs using its prior year's certified cost report. DHCS has released an Interim Rate table for Fiscal Year 2013/14 using Fiscal Year 2011/12 cost report. Inyo County Mental Health intends to charge fees in keeping with the designated rates that are set forth by DHCS.

Section II: PURPOSE

The purpose of this ordinance is to adjust fees, based on the rates set forth by DHCS for the provision of mental health services to recover the costs of providing the program.

Section III: AUTHORITY

Welfare and Institutions Code (W&I), Sections 5709 and 5710 authorize the County to charge for mental health services in accordance with W&I section 5720. DHCS considers the rates in the most recently filed certified cost reports as a reasonable means of approximating the County's certified public expenditures. DHCS will claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding the contract upper payment limit that is applied to each MHP.

Section IV: FEES

The County of Inyo Community Mental Health Program fees are hereby established as follows:

INYO COUNTY MENTAL HEALTH SERVICES SCHEDULE OF FEES

MODE OF SERVICE	SERVICE DESCRIPTION	FEE (per minute of service)
Outpatient Services	Mental Health Services	\$3.00
Outpatient Services	Therapeutic Behavioral Services	\$3.00
Outpatient Services	Medication Support	\$5.94
Outpatient Services	Crisis Intervention	\$4.00
Outpatient Services	Case Management Brokerage	\$3.78

Section V: **SERVICE**

The activities included within the Service Description are defined in Title 9, California Code of Regulations (CCR), Section 543: Title 22, CCR, Section 51341.

Section VI: **UNITS OF SERVICE**

The fee for each Service shall be the exact number of minutes used by staff providing a reimbursable services, pursuant to Title 9, CCR, Section 1840.316, and such amendments thereto and superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VII: **DETERMINATION OF FEE FOR INDIVIDUAL**

The exact amount of the fee charged to each individual for a Service may be less than the maximum fee established pursuant to Section IV and VI herein, subject to the minimum annual fee for service set forth in this Section VII. Such exact fee for an individual shall be determined based upon ability to pay in accordance with the "Uniform Method of Determining Ability to Pay" pursuant to W&I Section 5724 and set forth in DMH Information Notice 98-13, and such amendments and/or superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VIII: **APPLICATION TO DEFINED SERVICES ONLY**

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section IX: **COUNTY ORDINANCE 1174 REPEALED**

On the effective date of this Ordinance, Ordinance No. 1174, establishing fees for the Inyo County Community Mental Health Program is repealed.

Section X: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By: _____
Pat Gunsolley, Assistant Clerk of the Board

FY2013-2014 Interim Rate Calculations

County Code	County	Inpatient Hospital	Administrative Days	Psychiatric Health Facility	Adult Crisis Residential	Adult Residential	Crisis Stabilization - ER	Crisis Stabilization - UC	Day Treatment - Half Day	Day Treatment - Full Day	Day Rehabilitation - Half Day	Day Rehabilitation - Full Day	Case Management/ Brokerage	Mental Health Services	Medication Support	Crisis Intervention
1	Alameda	2,118.57	-	-	-	-	141.14	-	-	422.84	-	-	3.11	3.17	8.49	3.4
2	Alpine	-	-	-	-	-	-	-	-	-	-	-	3.51	4.53	8.37	8.2
3	Amador	-	-	-	-	-	-	-	-	-	-	-	3.55	2.96	5.07	3.7
4	Butte	-	-	703.54	-	-	-	126.48	-	-	-	-	1.81	2.34	4.32	3.4
5	Calaveras	-	-	-	-	-	-	-	-	-	-	-	2.78	2.56	6.50	2.4
6	Colusa	-	-	-	-	-	-	-	-	-	-	-	3.24	2.12	3.14	2.3
7	Contra Costa	2,231.45	-	-	-	-	198.73	-	-	389.55	-	-	2.05	2.65	4.90	3.9
8	Del Norte	-	-	-	-	-	-	-	-	-	-	-	1.59	1.31	7.01	1.6
9	El Dorado	-	-	663.05	377.66	-	-	-	-	-	-	-	2.32	2.98	5.52	4.4
10	Fresno	1,669.54	-	975.94	-	-	-	-	301.14	422.97	-	-	2.21	2.86	5.27	4.2
11	Glenn	-	-	-	-	-	-	-	-	-	-	-	2.10	2.72	5.01	4.0
12	Humboldt	1,490.54	-	-	-	-	79.24	-	-	-	88.17	-	2.06	2.66	4.09	3.9
13	Imperial	-	-	-	-	-	-	-	-	-	-	-	2.64	3.41	6.30	5.0
14	Inyo	-	-	-	-	-	-	-	-	-	-	-	3.78	3.00	5.94	4.0
15	Kern	1,663.22	-	-	-	-	-	171.16	-	-	-	-	2.52	3.26	6.02	4.8
16	Kings	-	-	-	-	-	-	-	-	222.56	-	-	1.79	2.32	4.28	3.4
17	Lake	-	-	-	-	-	-	-	-	-	-	-	1.91	2.46	4.55	3.6
18	Lassen	-	-	-	-	-	-	-	-	232.12	-	205.63	3.63	4.50	7.55	6.2
19	Los Angeles	-	-	-	-	-	-	-	-	247.97	-	-	2.34	3.00	5.92	4.7
20	Madera	-	-	-	-	-	-	-	-	-	-	-	1.98	2.19	4.39	2.6
21	Marin	-	-	-	-	-	-	175.50	-	-	-	-	3.75	4.80	8.96	7.2
22	Mariposa	-	-	-	-	-	-	-	-	314.22	-	-	3.37	4.35	8.03	6.4
23	Mendocino	-	-	-	-	-	-	-	-	189.62	-	122.93	3.20	3.15	6.69	3.2
24	Merced	-	-	1,743.13	-	-	-	34.76	-	-	-	-	4.36	5.01	6.85	3.4
25	Modoc	-	-	-	-	-	-	-	-	-	-	-	2.00	2.58	3.46	2.4
26	Mono	-	-	-	-	-	-	-	-	-	-	-	5.54	5.12	8.26	5.5
27	Monterey	-	-	-	-	-	-	-	-	-	-	-	2.85	3.69	6.81	5.4
28	Napa	-	-	-	-	-	-	-	-	-	-	-	4.73	4.84	10.20	4.7
29	Nevada	-	-	-	-	178.26	-	-	-	-	-	-	2.14	2.76	5.10	4.1
30	Orange	-	-	-	-	-	-	116.74	-	-	-	-	3.46	4.40	8.13	6.5
31	Placer	-	-	-	-	-	-	-	-	405.12	-	335.36	7.86	4.11	6.10	7.5
32	Plumas	-	-	-	-	-	-	-	-	-	-	-	1.48	1.92	3.54	2.8
33	Riverside	1,637.99	-	-	-	-	123.09	-	-	-	-	-	2.00	2.03	4.64	2.0
34	Sacramento	1,850.43	-	835.09	-	-	1,567.35	-	-	-	-	-	2.85	3.88	6.80	5.4
35	San Benito	-	-	-	-	-	-	-	-	-	-	-	1.79	2.31	4.28	3.4
36	San Bernardino	1,406.95	-	-	-	-	-	-	-	-	-	297.02	2.76	2.95	6.32	6.0
37	San Diego	1,184.52	-	-	-	-	50.78	50.78	-	-	-	70.49	3.00	3.88	7.16	5.7
38	San Francisco	-	-	-	-	-	-	-	-	-	-	-	2.88	3.80	7.41	5.8
39	San Joaquin	-	-	1,138.83	-	-	-	91.69	-	-	-	48.25	2.39	3.33	5.99	4.1
40	San Luis Obispo	-	-	1,548.34	-	-	-	-	-	332.58	-	-	4.43	4.31	6.34	4.5
41	San Mateo	2,016.36	-	-	-	-	92.22	-	353.50	496.49	206.22	321.89	4.95	6.40	11.82	9.5
42	Santa Barbara	1,669.54	-	-	-	-	-	-	-	-	-	-	2.21	2.86	5.27	4.2
43	Santa Clara	2,290.49	-	-	-	-	141.66	-	-	-	-	-	4.71	6.09	11.25	9.0
44	Santa Cruz	-	-	-	-	-	-	-	-	132.18	-	-	2.58	3.34	6.16	4.9
45	Shasta	-	-	-	365.46	-	-	-	-	-	-	-	2.89	3.47	3.81	5.1
46	Sierra	-	-	-	-	-	-	220.76	-	-	-	-	1.33	1.74	3.23	1.7
47	Siskiyou	-	-	-	-	-	-	-	-	-	-	89.99	2.98	2.50	4.98	2.6
48	Solano	-	-	-	-	-	-	-	-	497.21	-	322.35	4.95	6.41	11.83	9.5
49	Sonoma	-	-	-	-	-	-	58.86	-	-	-	-	2.09	2.71	5.00	4.0
50	Stanislaus	-	-	-	-	-	-	-	-	-	-	-	2.41	3.10	5.75	4.1
52	Tehama	-	-	-	-	-	-	90.82	-	-	-	-	1.84	2.51	4.29	3.1
53	Trinity	-	-	-	-	-	-	-	-	-	-	-	2.29	2.96	5.47	4.4
54	Tulare	-	-	-	-	110.51	-	-	-	-	-	-	1.40	2.70	4.13	2.5
55	Tuolumne	-	-	-	-	-	-	121.28	-	-	-	-	3.25	4.20	7.76	6.2
56	Ventura	1,788.92	-	-	-	-	-	-	-	-	-	-	2.29	2.96	5.46	4.4
57	Yolo	-	-	-	-	-	-	-	-	-	-	-	2.14	2.77	5.12	4.1
58	Sutter-Yuba	-	-	1,016.10	-	-	-	-	-	-	-	-	2.88	3.72	6.87	5.5



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
23

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

FROM: CAO, Sheriff, Public Works

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: County of Inyo Animal Shelter update

DEPARTMENTAL RECOMMENDATION: Respectfully request your Board receive an update regarding the fund raising efforts of the ICARE organization for the construction of new animal shelter facilities.

COUNTY ADMINISTRATOR RECOMMENDATION:

SUMMARY DISCUSSION: On April 2, 2013 your Board participated in a workshop identifying three potential building plans for the proposed Animal Shelter project. The estimated cost ranging in price from \$450,000 to \$725,000 (excluding site prep, septic system modification, earth quake study and utility improvement). At this time, available funding totalled \$275,000 (Sheriff - \$175,000 and ICARE \$100,000). Subsequently, the 2013-2014 budget was adopted and included \$375,000 for the Animal Shelter project. This total does not include ICARE contributions. Your Board also received a proposed timeline that included a series of updates regarding fund raising progress, the ICARE organization is here today to provide that information. Additionally, Public Works staff will be available to answer any questions the Board may have regarding the project in general.

ALTERNATIVES:

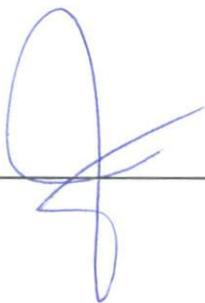
OTHER AGENCY INVOLVEMENT:

FINANCING:

<u>APPROVALS</u>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: <u>N/A</u> Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: <u>N/A</u> Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: <u>N/A</u> Date _____</p>

DEPARTMENT HEAD SIGNATURE:

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



Date:

9/24/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

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

FROM: Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: October 8, 2013

SUBJECT: Elections Related State Budget Mandate Suspensions in AB 110

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding Elections Related State Budget Mandate Suspensions in AB 110

SUMMARY DISCUSSION:

The main budget bill, AB 110 (Blumenfield), Chapter 20, Statutes of 2013, identifies as suspended 10 election-related mandates for the fiscal year 2013-2014. Three of these mandates are suspended for the first time by AB 110. Six of the mandates suspended by AB 110 were previously suspended for the 2011-12 and 2012-13 fiscal years. One of these mandates is not separately identified in AB 110, but remains suspended from previous fiscal years under Government Code section 17581(f).

Previous Mandate Suspensions:

- Handicapped Voter Access Information Act (Chapter 494, Statutes of 1979)
- Fifteen-Day Close of Registration (Chapter 899, Statutes of 2000)
- Absentee Ballots (Chapter 77, Statutes of 1978 and Chapter 1032, Statutes of 2002)
- Absentee Ballots – Tabulation by Precinct (Chapter 697, Statutes of 1999)
- Permanent Absentee Voters I (Chapter 1422, Statutes of 1982)
- Absentee Ballots – Tabulation by Precinct (Chapter 697, Statute of 1999)
- Brendon Maguire Act (Chapter 391, Statutes of 1988)
- Voter Registration Procedures (Chapter 704, Statutes of 1975)

New Mandate Suspensions:

- Permanent Absent Voters II (Chapter 922, Statutes of 2001; Chapter 664, Statutes of 2002; and Chapter 347, Statutes of 2003)
- Modified Primary Election (Chapter 898, Statutes of 2000)
- Voter Identification Procedures (Chapter 260, Statues of 2000)

What do the Mandate Suspensions in SB 110 Mean for Elections?

Pursuant to Government Code sections 17581 and AB 110, the seven “previously” identified mandate suspensions are in effect for the 2013-2014 and 2014-15 fiscal years and the three “newly” identified mandate suspensions, plus part of the mandate relating to Absentee Ballots, are in effect for the 2013-14 fiscal year. This means that no claims will be paid for any costs incurred by county elections officials who choose to voluntarily provide these services during this time frame.

Generally speaking, when a mandate is suspended for a period of time, the local governmental entity is not required to provide the *reimbursable* portion of the service during that time frame. County elections officials are however still required to provide the non-reimbursable portions of the service.

There are some exceptions to this general rule. The Commission on State Mandates has already determined what is and is not a reimbursable mandate. Listed below are details regarding each of the suspended mandates detailing in what way they will affect Inyo County voters.

State Mandates

Handicapped Voter Access Information Act (Chapter 494, Statutes of 1979)

This mandate requires the county election official to inform voters whether their polling place is accessible to voters with disabilities, that they have the right to receive assistance in marking their ballot, and to survey polling places to determine whether they are accessible to voters with disabilities.

The Inyo County Clerk-Recorder & Registrar of Voter will continue to implement the provisions of this mandate for the following reasons:

- 1) While the state mandate is suspended under AB 110, there are similar requirements imposed under federal law and the Secretary of State has determined that AB 110 has no practical effect on these laws
- 2) There are no additional net county costs to inform voters whether or not their polling place is accessible to voters with disabilities. This information is supplied to voters on the back of every Sample Ballot Booklet.
- 3) Assisting voters with disabilities is good public policy.
- 4) To avoid confusion on Election Day, Inyo County has historically used the same polling places in most elections. All of the polling places that are generally used in Inyo County have already been surveyed for accessibility and provisions have been put in place to assure access to every polling location.

Fifteen-Day Close of Voter Registration (Chapter 899, Statutes of 2000)

The reimbursable portion of this mandate was limited to a one-time expense of redesigning or acquiring computer software to alter the polling place notices sent to voters who registered to vote between the 29th and the 15th day before an election. The Commission of State Mandates has denied all claims filed by county elections officials since 2006 concluding that this mandate did not create a new program, a higher level of service, or require county elections officials to bear a cost that has previously been borne by states.

As a result, the Inyo County Clerk-Recorder will continue to allow qualified voters to register to vote, 15 days prior to an election.

Previous Absentee Ballots (Chapter 77, Statutes of 1978) & Permanent Absent Voters (Chapter 1422, Statutes of 1982)

These mandates allow all voters the option of registering to vote-by-mail and the ability to receive a vote-by-mail ballot. AB 110 suspends the requirement that county election officials allow **any** voter to register by mail or to provide a vote-by-mail ballot to any voter who requests one. County elections officials are however still required to allow people who are ill, absent from the precinct on election day; have a physical handicap; have a conflicting religious commitment; or live more than ten miles from the polling place from receiving the benefit of these services.

Although AB 110 suspends the requirement to continue to allow **all** voters to register to vote by mail or to receive a vote-by-mail ballot unless they fall into one of the categories noted above, the Inyo County Clerk-Recorder & Registrar of Voters intends to continue to provide these services to **all** voters, even though we will not be reimbursed for doing so for the following reasons:

- 1) Allowing voters the option of registering and voting by mail will provide the benefit of convenience to the voter
- 2) Voting by mail has historically contributed to a higher voter turn out
- 3) Not allowing voters to register to vote by mail will likely disenfranchise voters who would otherwise be legally eligible to vote in Inyo County
- 4) Trying to ascertain whether a voter who is already registered to permanently vote-by-mail fits into one of the categories noted above would be problematic
- 5) Allowing voters to vote by mail will likely save costs associated with conducting elections

The loss of reimbursement for this mandate will have the greatest fiscal impact related to this department. As with other State reimbursable activity, these revenues are usually reported as unanticipated income when received.

New Absentee Ballots (Chapter 77, Statutes of 1978)

AB 110's addition of Chapter 1032, Statutes of 2002, to the list of suspended mandates lifted a prohibition on passing along the cost to administer vote-by-mail ballots to school districts if they are conducted by the county elections official and consolidated with another election.

Although AB 110 would now allow for the Inyo County Elections office to prorate the cost of administering absentee ballots, either fully or partially, the Inyo County Clerk-Recorder & Registrar of Voter intends to continue to implement the provisions of this mandate for the following reasons:

- 1) The Inyo County Elections office already bills school districts for their portion of printing ballots and Sample Ballots booklets and any other administrative costs associated with conducting their elections.

- 2) Previously, counties were reimbursed for all vote-by-mail activities through the SB 90 process. By suspending this mandate and billing school districts for this service, we would be shifting a portion of the cost burden from the State of California to the local school districts. If these mandate suspensions are lifted in the future, the cost burden would again fall completely on the State of California. Is it good public policy to bill local school districts in certain years for services that the State of California has previously paid for and may pay for again in the future?
- 3) Because the requirement to offer all voters a vote-by-mail ballot is voluntary, with the aforementioned exceptions, is it appropriate to bill local school districts for this service if the Inyo County Clerk/Recorder & Registrar of Voters decides to continue to offer the service although it is not statutorily required?

Absentee Ballots-Tabulation by Precinct (Chapter 697, Statutes of 1999)

AB 110 has no effect on the law requiring county elections officials to tabulate and report vote-by-mail and polling place ballots by precinct (Elections Code section 15321) because the Commission on State Mandates has ruled previously that this is no longer a reimbursable state mandate.

However, AB 110 suspends the mandate requiring county elections officials to maintain an accurate list of all voters, including their precincts, who have received and voted a vote-by-mail ballot. (E.C. 15111)

The Inyo County Clerk-Recorder & Registrar of Voters will continue to tabulate and report vote-by-mail and polling place ballots by precinct for the following reasons:

- 1) Under the provisions of AB 110, the county elections official must continue to tabulate and report vote-by-mail ballots and report them by precinct.
- 2) The electronic voter database stores voter information by precinct regardless of whether a voter chooses to vote in person or by mail
- 3) Having accurate voter lists ensures integrity in elections

Brendon Maguire Act (Chapter 391, Statutes of 1988)

AB 110 suspends the law requiring an election to be cancelled and a special election to be held when a candidate or incumbent dies after 12:01 am of the 68th day before the election. We have never filed a claim seeking reimbursement from the State for such activity. If this scenario were to arise in this fiscal year, it would be my intention to comply with the provisions of the Brendon Maguire Act to ensure consistent application of law across the state.

Voter Registration Procedures (Chapter 704, Statutes of 1975)

AB 110 suspends the requirement that county election officials be reimbursed for the costs of processing voter registration cards in certain circumstances. While county elections officials have the option to *not* process certain voter registration cards, it is the intent of the

Inyo County Clerk-Recorder & Registrar of Voters to continue to process **all** voter registration cards received in the office of the Registrar of Voters for the following reasons:

- 1) Not processing Voter Registration Cards received from certain agencies would disenfranchise people who are legally eligible to register to vote in Inyo County
- 2) Trying to ascertain which Voter Registration Cards received for processing are allowable or not under these mandates would be problematic
- 3) Having the most current up-to-date information for Inyo County voters ensures that voters receive all their election related materials in a timely manner

Modified Primary Election (Chapter 898, Statutes 2000)

AB 110 suspends the mandate in Elections Code sections 2151 and 13102(b) for county elections officials to allow voters who do not have a party preference (formerly known as decline-to-state voters) to vote the ballot of a political party in a presidential primary election. Because no presidential primary election will be held in fiscal years 2013-12 or 2014-15, AB 110 has no practical effect on this requirement in those years. However, if any future budget suspends this mandate there will be a significant effect on the presidential primary election.

It is the intent of the Inyo County Clerk-Recorder & Registrar of Voters to continue to allow no party preference voters to participate in future presidential primary elections because not allowing these voters to choose a ballot of their party of their choice, as authorized by party rule, would disenfranchise the fastest growing population of newly registered voters.

Voter Identification Procedures (Chapter 260, Statutes of 2000)

AB 110 suspends the requirements that signatures on provisional ballot envelopes be compared against voter affidavits to determine ballot eligibility, thereby removing a critical method to prevent voter fraud.

County elections officials must still verify, upon receiving a provisional ballot that the voter has not already voted at the polls or by mail. However, elections officials have the option of not doing an actual comparison of signatures on the provisional ballot envelopes with those signatures on the voter affidavit.

It is the intent of the Inyo County Clerk-Recorder & Registrar of Voters to continue the practice of comparing signatures to ensure integrity in elections and prevents election fraud.

ALTERNATIVES: The Board may recommend that the Clerk-Recorder & Registrar of Voters take alternative action to the options listed above.

OTHER AGENCY INVOLVEMENT: None

FINANCING: Informational only

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>
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: 9/18/2013



Inyo Council for the Arts

September 13, 2013

Inyo County Board of Supervisors
Post Office Drawer N
Independence, CA 93526

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as the county partner to the California Arts Council.

I have attached a sample resolution and we are requesting that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many events, projects and programs.

Sincerely,

Lynn Cooper
Executive Director

RECEIVED
2013 SEP 27 PM 1:02
INYO COUNTY
ADMINISTRATOR
CLERK JENNIFER BOARRN

RESOLUTION NO.

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
DESIGNATING INYO COUNCIL FOR THE ARTS AS THE COUNTY'S
PARTNER TO THE CALIFORNIA ARTS COUNCIL**

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously under served constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that the Inyo Council for the Arts again be designated the County's partner to the California Arts Council.

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

Passed and Adopted by the Inyo County Board of Supervisors this 8th day of October, 2013 by the following vote of the Board of Supervisors:

AYES:

NOTES:

ABSENT:

ABSTAIN:

Chairperson, Inyo County Board of Supervisors

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by _____
Patricia Gunsolley, Assistant

26



INYO COUNTY
FISH AND WILDLIFE COMMISSION

407 WEST LINE STREET • BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT MCMURTRIE
JOE PECSI

REPLY TO:

Ychelle Tillemans
2273 Brigadoon Ave.
Bishop, CA 93514

The Fish & Wildlife Commission had a meeting on June 20, 2013.

Cindy Kamler of the Eastern Sierra Wildlife Care asked for a \$2,500 donation to continue to care for injured animals.

Bruce Ivey made a motion to give a \$2,000 donation to the ESWC.

Gary Gunsolley 2nd the motion. Motion passed unanimously.

The approved minutes of June 20, 2013 are attached.

If you should have any questions, please feel free to contact me.

Thank you,

Ychelle Tillemans
Secretary of the Fish & Wildlife Commission

RECEIVED
2013 SEP 26 AM 8:20
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

FISH AND WILDLIFE COMMISSION MINUTES

The Fish and Wildlife Commission met on Thursday, July 18, 2013 at the Fish & Game conference room.

Call to Order:

Doug Brown called the meeting to order at 3:03 p.m.

Roll Call

Members Present:

Bruce Ivey	Doug Brown
Joe Peci	Gary Gunsolley

Members Absent:

Garrett McMurtrie	Larry McIntosh
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Others Present:

Ychelle Tillemans	Bill Dailey
Mike Morrison	Jim Erdman

Financial Report

\$11,078.47

Approval of Minutes

Bruce Ivey made a motion to approve minutes of June 20th, 2013, Gary Gunsolley seconded the motion, motion approved unanimously.

Public Comment

No Public Comment

Fish & Game Report

Jim Erdman gave a report on the Yellow legged frog. He stated he does not see the Federal Government closing any lands in Inyo County for the frogs. There are 1035 lakes in Inyo: 545 have fish and less than 20 have frogs.

Mike Morrison has done some Elk flights and reports there are several big bulls and there is a possibility of more bull tags this year.

Bill Dailey reports that the hunter safety program has been very successful this year.

Also, there is a new program (Outdoor Adventures) being taught in Texas that includes gun, archery and hunter safety. He reports it has been a huge success. It is 180 day program and he will be talking with the local schools to see if there is any local interest.

New Business:

AB1213 is still in the senate, will send a letter opposing this bill.

Joe reports that Dick Noles will need financial support for a handicapped ramp at Millpond.

Commission Reports:

Next Meeting:

Thursday, August 15, 2013 at 3:00 p.m. at the Fish and Game Department.

Meeting Adjourned at 5:06 p.m.

FISH AND WILDLIFE COMMISSION MINUTES

The Fish and Wildlife Commission met on Thursday, June 20, 2013 at the Fish & Game conference room.

Call to Order:

Doug Brown called the meeting to order at 3:03 p.m.

Roll Call

Members Present:

Bruce Ivey	Doug Brown	
Garrett McMurtrie	Larry McIntosh	Gary Gunsolley

Members Absent:

Joe Pecci

Others Present:

Ychelle Tillemans	Dick Noles	Cindy Klamer
Mike Morrison	Jim Erdman	

Financial Report

\$10,129.39

Approval of Minutes

Bruce Ivey made a motion to approve minutes, Gary Gunsolley seconded the motion, motion approved unanimously.

Public Comment

Dick Noles reported that he is pursuing the Adventure Trail System. He has Cal-Trans, CHP and City of Bishops approval. It is moving forward and progressing.

Gaye Muller reported they have given \$'s to Conway Ranch, Bridgeport fish enhancement, Kids fishing festival and ESWC.

Cindy Klamer reported on the progress of ESWC. They have doubled the number of animals they are now helping and provided an in depth flyer, (see attached). She is requesting a donation of \$2,500.

Bruce Ivey made a motion to give \$2,000 to the ESWC, Gary Gunsolley seconded the motion, and the motion passed unanimously.

Fish & Game Report

Jim Erdman reported on the Yellow legged frog. He provided several maps showing the locations of the frogs and a Geographic overview flyer, (see attached), showing 10 populations of the frogs and the projected projects in the next 20 years.

New Business:

Dick Noles and Bruce Ivey proposed a "Family Fishing Guild" in the warm waters. It would be double sided: Tinnemaha South and Tinnemaha North. They would like to start with 2,500 maps. Gary Gunsolley questioned if it violated F&G code 711. DN and BI will contact County Counsel and this will be tabled until further notice. This Board will support this item.

Commission Reports:

Next Meeting:

Thursday, July 18, 2013 at 3:00 p.m. at the Fish and Game Department.

Meeting Adjourned at 4:36 p.m.