

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.

April 21, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization - Deputy Sheriff's Association (DSA) – Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Center for Biological Diversity; Public Employees for Environmental Responsibility, California Non-Profit Corporation v. County of Inyo; Inyo County Board of Supervisors, and DOES 1 through 20, and Adventure Trails System of the Eastern Sierra and DOES 21-50, Inyo County Superior Court Case No. SICVPT 1557709.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **INTRODUCTION –** Lavon Sargent, Office Technician I in the Assessor and Clerk-Recorder's Office, will be introduced to the Board.

COUNTY ADMINISTRATOR

9. ***Recycling and Integrated Waste*** - Temporarily allow haulers to offer a 5% multi-bin discount to commercial waste customers for contracts signed prior to July 1, 2015 and discontinue all multi-bin discounts effective January 1, 2018.
10. ***Information Services*** – Request Board, pursuant to the technology refresh initiative, authorize the purchase of 12 laptop computers and associated peripherals from Dell, through the State WSCA Customer Agreement WSCA B27160, in an amount not to exceed \$10,265.

AGRICULTURAL COMMISSIONER

11. Request Board accept the resignation of Mark Lacey from the Agricultural Resource Advisory Committee representing the Lone Pine Chamber of Commerce leaving the position vacant; reappoint Greg Allen representing the Member at Large category to complete an unexpired three year term ending August 22, 2017; appoint Sally Symon as the Tri-Country Fair Board representative to complete a three year term ending August 22, 2018; and appoint Ron Yribarren, as the Resource Conservation District representative to complete an unexpired term ending August 22, 2016. *(Required notice of vacancy for the member at large category resulted in one request for appointment being received from Gregg Allen.)*
12. Request Board approve a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, state of California Approving the Application for Grant Funds from the Wildlife Conservation Board for the Middle Owens and Fish Slough Perennial Pepperweed Removal Project.” authorizing the Agricultural Commissioner to submit a grant application for the Wildlife Conservation Board in an amount up to \$727,331.

PUBLIC WORKS

13. Request approval of the Plan and Specifications for the South Bishop Improvement Project; and authorize the Public Works Director to advertise for bids for the Project.
14. Request Board A) approve the Plans and Specifications for the Inyo County Services Building Window Replacement Project; B) authorize the Public Works Director to advertise for bids for the Project; C) authorize the Public Works Director to award the project if the bids received are within the project budget and sign all Contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

ROAD DEPARTMENT

15. Request approval of the Agreement between the County of Inyo and Cascade Software Systems, Inc., for the provision of software maintenance and support services for the Cost Accounting Program (CAMS), in an amount not to exceed \$13,089.59, contingent upon the Board's adoption of a FY 2015-16 budget, for the period of July 1, 2015 through June 30, 2016; and authorize the Chairperson to sign.

SHERIFF'S DEPARTMENT

16. Request approval of the 2015 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the Amount of \$5,000, contingent upon the Board's adoption of a FY 2015-16 budget; authorize the Sheriff to sign the Agreement and all necessary documents; and authorize the Treasurer-Tax Collector, Alisha McMurtrie, to sign as the authorized agency representative to enable electronic fund transfer when available.

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

17. **PLANNING** – Request Board receive a presentation from staff on the status of the Renewable Energy Planning Grant Phase IIB, review the Scope of Work; and review the draft letter inviting the Tribes to participate in the planning process, and authorize the Chairperson to sign.
18. **WATER DEPARTMENT** – Request Board receive a briefing on Statewide and local drought conditions, and review and possibly provide direction concerning the LADWP Proposed Annual Operations Plan.
19. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board award the bid to Black Point LLC of Big Pine as the low bidder for safety and communications equipping of three 2015 Ford Explorer Interceptor patrol vehicles and authorize the purchase of the services from Black Point LLC in an amount not to exceed \$25,202.35.
20. **COUNTY ADMINISTRATOR – Recycling and Integrated Waste** – Request Board deny the request for waiver of County landfill fees by the Laws Railroad Museum & Historical Society, and direct staff regarding possible changes in hauling rates for nonprofit events.
21. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Rodeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
22. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
23. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
24. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
25. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Special Meetings of March 24, 2015.
26. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board approve the following agreements with Enterprise Fleet Management; approve the Officer Certificate authorizing the County Administrator, or his designee to sign as the duly appointed officer for the County:
 - a) Master Equity Lease Agreement,
 - b) Amendment to Master Equity Lease Agreement,
 - c) Self-Insurance Addendum to Master Lease
 - d) Maintenance Agreement,
 - e) Amendment to Maintenance Agreement,
 - f) Maintenance Management and Fleet Rental Agreement,
 - g) Addendum to Maintenance Management and Fleet Rental Agreement,
 - h) Consignment Auction Agreement,
 - i) Indemnity Agreement.

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

- 1:30 p.m. 27. **PUBLIC WORKS** – Request Board enact an ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 9.56 to Title 9 Section VI of the Inyo County Code to Prohibit Operators of Off-Highway Vehicles and Other Motorized Vehicles From Damaging Property.”

WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

28. **WESTERN COUNTIES ALLIANCE** – Request Board receive an update on the Western Counties Alliance from Ken Brown, the Executive Director.

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

29. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

30. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

31. **PUBLIC WORKS** – Agenda for the Southern Inyo Airport Advisory Committee Meeting, April 22, 2015.

32. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on April 1, 2015 and that the count showed the funds to be in balance, pending written verification of inactive accounts.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Solid Waste

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Hauler Multi-Bin Discount

DEPARTMENTAL RECOMMENDATION:

Temporarily allow haulers to offer a 5% multi-bin discount to commercial waste customers for contracts signed prior to July 1, 2015 and discontinue all multi-bin discounts effective January 1, 2018.

SUMMARY DISCUSSION:

Your Board periodically reviews and establishes rates, including a floor rate, for waste hauling services. The most recent rate adjustment was approved by your Board on March 11, 2014 with the adoption of Resolution #2014-15. Prior to the consideration given in 2014, your Board adjusted rates on August 13, 2013.

It has been the policy of your Board to establish minimum allowable charges. By doing so the competing haulers may choose to set higher rates but they cannot charge less than what your Board has approved. The current rate resolution includes minimum charges for commercial bin service. The rate schedule also provides the opportunity for haulers to offer a 5% discount to all annually billed customers that make payment in advance or within 30 days of invoice. At one time the rate structure also allowed for a 5% discount for commercial bin customers with three or more bins. This discount has not appeared on the approved rate sheet since the August, 2013 rate adjustment.

Through conversations with the haulers staff has been informed that both haulers are currently offering some customers the additional 5% rate for multiple bins. It appears that neither hauler was aware that this discount was no longer allowable, although it is not on the approved rate sheet.

The department is not in favor of allowing the discount to continue. Inyo County is subject to the requirements of the legislature through CalRecycle to be proactive in encouraging waste reduction. Offering an incentive for multiple bins runs counter to that goal. Additionally, any discount reduces the revenues to the waste fund. While the dollar amount is rather minor, given the financial difficulties of the fund any reduction in revenue currently must be backfilled by the General Fund.

The service providers have pointed out that there are certain economies of scale in providing services to customers with three or more bins. The truck is already at the location and picking up the additional bin can be accomplished with little or no additional cost. Also, having an adequate number of bins discourages overloading which presents haulers with other difficulties in servicing the customer.

Commercial customers are often subject to contractual arrangements with the haulers. Although the practice has not been allowed for two years, the discount is included in some number of contracts currently in place or in negotiation. Therefore, in order to not unduly disrupt any contractual arrangements we are recommending that your Board reinstate the allowance for multi-bin discounts for all contracts currently in place or in negotiation with the stipulation that the multi-bin discount not be allowed in any contract signed after July 1, 2015 and that effective January 1, 2018 the multi-bin discount is to be discontinued entirely. It is thought that this would give all parties adequate time to make any necessary adjustments.

ALTERNATIVES:

The current rate resolution does not include an allowance for the multi-bin discount. Therefore, your Board could consider the matter settled and did not make any allowance. Haulers would be required to discontinue the practice.

Your Board could permanently reinstate the discount or choose a different timetable than recommended for reinstatement. It should be noted that a permanent reinstatement could be viewed as inconsistent with meeting diversion goals by CalRecycle.

FINANCING:

Allowing the discount will have a minimal, negative effect on County revenues.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> 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:





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER

10

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **April 21, 2015**

SUBJECT: Authorization to purchase laptop computers from Dell in an amount not to exceed \$10,265

DEPARTMENTAL RECOMMENDATION:

Pursuant to the technology refresh initiative; request your Board authorize the purchase of 12 laptop computers and associated peripherals from Dell in an amount not to exceed \$10,265.

SUMMARY DISCUSSION:

The adopted 2013-14 budget included the establishment of a technology refresh practice that anticipates annual replacement of approximately 25% of the technology implemented at the County. This practice helps normalize the operating costs associated with necessary technology upgrades and maintenance.

For FY2013-14, 66 desktop computers and 12 laptop computers were identified for refreshment. Various models of desktop and laptop computers from various vendors were evaluated. Your Board approved the purchase in May 2014, but the vendor Hewlett-Packard, ultimately did not deliver the order. As a result, the needs identified for FY2013-14 were added to those identified for FY2014-15 resulting in totals of 68 desktop computers and 51 laptop computers.

During deployment of the initial order of technology refresh equipment, Information Services identified additional eligible equipment. Most notably, Sheriff's office ruggedized laptops that had been previously purchased through a grant. Ruggedized laptops would normally not be covered by the technology refresh program; however, the Sheriff's office ruggedized laptops needed refreshment and agreed to replace the ruggedized laptops with regular business (non-ruggedized) computers.

For FY2014-15 equipment evaluations were conducted again. Lenovo and Dell equipment was evaluated; Hewlett-Packard was not evaluated based on their previous non-performance. Lenovo and Dell were evaluated due to their reputation and service model. Lenovo only offers laptop computers and Dell laptops were the clear price-performance winner.

Dell computers are quoted under State WSCA customer agreement WSCA B27160 and do not require competitive bid.

ALTERNATIVES:

Your Board could choose to deny the request, modify the quantities requested and/or direct staff to determine alternate solutions. Denial of the request would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. The quantities recommended are based on identified needs and modifications of those quantities are not recommended. Comprehensive analysis of the technology recommended was conducted; Information Services believes that further analysis would not result in a significantly different recommendation.

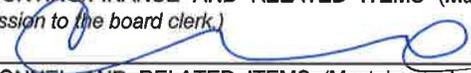
OTHER AGENCY INVOLVEMENT:

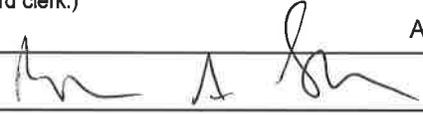
The technology refresh initiative affects all General Fund departments, though not equally each year, as well as some Non-General Fund departments choosing to participate.

FINANCING:

Funding for these computers is available in the Board approved FY 2014-15 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

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 4/15/2015
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 4/15/2015
(Not to be signed until all approvals are received)

**QUOTATION**

Quote #: 705366509
Customer #: 7071315
Contract #: 70137
Customer Agreement #: Dell Std Terms
Quote Date: 04/09/2015
Customer Name: COUNTY OF INYO

Date: 4/9/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: STUART PORTER **PHONE:** 1800 - 4563355
Email Address: Stuart_Porter@Dell.com **Phone Ext:** 5131041

GROUP: 1 QUANTITY: 12 SYSTEM PRICE: \$763.13 GROUP TOTAL: \$9,157.56

Description	Quantity
Latitude 14 5000 Series (210-ABCM)	12
4GB Single Channel DDR3L 1600MHz (4GBx1) (370-AAPD)	12
Internal English Single Pointing Keyboard (583-BBJE)	12
Intel Integrated HD Graphics 4400 (490-BBNB)	12
Intel Wireless 7260 driver (555-BBQK)	12
320GB (5400 rpm) Serial ATA Hard Drive (400-ABCU)	12
Windows 7 Professional, 64-bit, No Media, Latitude, English (421-8067)	12
US Order (332-1286)	12
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	12
No Wireless WAN Card (362-BBBB)	12
8X DVD+/-RW Media Bay Drive (429-AAIJ)	12
Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI)	12
E5 Power Cord (US) (537-BBBD)	12
No Media (620-AAOH)	12
Dell Backup and Recovery Basic (637-AAAD)	12
BTO Standard shipment Air (800-BBGF)	12
System Documentation, English (340-ACOS)	12
Software for Integrated Camera (319-BBBH)	12
Dell Limited Hardware Warranty (997-6727)	12
Onsite/In-Home Service After Remote Diagnosis, 1 Year (997-6735)	12
No Out-of-Band Systems Management (631-AAEX)	12
No Resource DVD (430-XXYG)	12
Fingerprint Reader (Single Pointing) Palmrest (346-BBFV)	12
System Documentation, English (340-ADNT)	12
Energy Star 6.0 (387-BBIL)	12
4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core) (338-BEOS)	12
Intel Core i5-4310U Processor FIPS Base, Integrated Graphics, ExpressCard (329-BCFP)	12
No DDPE Encryption Software (954-3465)	12
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCR)	12

	12
Ship Material, Shuttle, Mix Model (340-AFZO)	12
No Power DVD (430-XXYY)	12
Reg Label, Non-Touch (389-BCPV)	12
No Intel Responsive (551-BBBJ)	12
Intel Core i5 Processor Label (389-BCCI)	12
HD, Non-Touch, WLAN only (391-BBHT)	12
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	12
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	12
Dell Digital Delivery Cirrus Client (340-AAUC)	12
Thank you for buying Dell (421-9982)	12
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	12
SW,MY-DELL,CRRS (422-0052)	12
Latitude 14 5000 Software Drivers (551-BBBT)	12
Adobe Reader 11 (640-BBDI)	12
Dell Data Protection Protected Workspace (640-BBEU)	12
Not Selected in this Configuration (640-BBHQ)	12
Visit www.dell.com/encryption (640-BBHR)	12
Waves Maxx Audio Royalty (658-BBNF)	12
No Anti-Virus Software (650-AAAM)	12
E5 90W AC Adapter, 3-pin (492-BBCU)	12
State Environmental Fee for display less than 15 inches (600-0276)	12

*Total Purchase Price:	\$10,264.58
Product Subtotal:	\$9,121.56
Tax:	\$627.02
Shipping & Handling:	\$480.00
State Environmental Fee:	\$36.00
Shipping Method:	UNAUTHORIZED
	(* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to COUNTY OF INYO for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

//

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

FROM: Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Appointment of Three (3) Members to the Agriculture Resource Advisory Board

DEPARTMENTAL RECOMMENDATION:

We are requesting that your Board (A) accept the resignation of Mark Lacey as a member of the Agriculture Resource Advisory Board representing the Lone Pine Chamber of Commerce leaving this position vacant and; (B) accept the appointment of one Board Member and the reappointment of two Board Members: (1) Greg Allen, to represent the Community Business at Large to serve a three-year term and (2) Sally Symon appointee to represent Tri-County Fair Board to serve a three-year term. (3) Ron Yribarren President of the Resource Conservation District to serve a three-year term.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Greg Allen has served a three-year term and would like to be considered for a reappointment for an additional three-year term as the representative of the Community Business at Large.

Sally Symon would like to be considered for appointment for a three-year term representing the Bishop Chamber of Commerce.

Ron Yribarren has served a three-year term and would like to be considered for reappointment for an additional three-year term as the President of the Resource Conservation District.

As per resolution 2006-28 the Agriculture Resource Advisory Board shall consist of seven (7) voting members. This Board supports Mr. Greg Allen, Mrs. Sally Symon and Mr. Ron Yribarren in these requested appointments and reappointments. Their knowledge and commitment will be an asset to the Agriculture Resource Advisory Board.

ALTERNATIVES:

Your Board could choose not to reappoint these persons to fill these terms thus leaving the Agriculture Resource Advisory Board with these three additional vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No fiscal impact is expected from this action.

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

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



Date: 4-9-15

August 22, 2014

Inyo County
Patricia Gunsolley, Assistant Board Clerk
PO Drawer N
Independence, CA 93526

Dear Pat Gunsolley,

I would like to request being reappointed to the Agriculture Resource Advisory Board representing Community Business at Large. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for reappointment. May this letter serve as a request of the Board of Supervisors to reappoint me to this position.

Sincerely,


Greg Allen
PO Box 1791
Bishop, CA 93514



April 6, 2015

Dear Inyo County Board of Supervisors,

As the CEO of the 18th District Agricultural Association and Eastern Sierra Tri-County Fairgrounds, I am writing to request appointment to the Inyo County Agriculture Resource Advisory Board. It is my understanding that the CEO of the Fairgrounds has traditionally served on the Agriculture Resource Board, and it is my pleasure to do so as well.

Please accept this letter of intent as my request to serve on the Board.

Thank you for your consideration.

Respectfully,

Sally A. Symons

CEO, Eastern Sierra Tri-County Fair

PO Box 608

Bishop, CA 93515

Sierra Street & Fair Drive • P.O. Box 608 • Bishop • CA • 93515
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August 22, 2014

Inyo County
Patricia Gunsolley, Assistant Board Clerk
PO Drawer N
Independence, CA 93526

Dear Pat Gunsolley,

I would like to request being reappointed to the Agriculture Resource Advisory Board representing Chair Resource Conservation District. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for reappointment. May this letter serve as a request of the Board of Supervisors to reappoint me to this position.

Sincerely,



Ron Yribarren
Rte 1, Box 3000
Bishop, CA 93514



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: **April 21, 2015**

SUBJECT: Request for Resolution Authorizing Submittal of Grant Application for the California Wildlife Conservation Board Habitat Restoration Grant for Enhancement or Restoration of Riparian Habitat

DEPARTMENTAL RECOMMENDATION:

That your Board of Supervisors sign a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from the Wildlife Conservation Board for the Middle Owens and Fish Slough Perennial Pepperweed Removal Project" authorizing the Agricultural Commissioner to submit a grant application to the Wildlife Conservation Board up to the amount of \$727,331.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

The Wildlife Conservation Board administers a Habitat Restoration Grant program. The Agricultural Commissioner's office would like to submit an application titled "Middle Owens and Fish Slough Perennial Pepperweed Removal Project" for grant resources to augment current weed abatement efforts.

ALTERNATIVES:

Not approve this grant application; however this is not recommended as these types of grant funding opportunities are not readily available.

OTHER AGENCY INVOLVEMENT:

CEQA COMPLIANCE:

The proposed project is exempt from CEQA pursuant to Title 14, of the California Code of Regulations, Sections 15250 and 15250 (i); and the California Public Resources Code Section 21080.5.

FINANCING:

Funding for in-kind expenditures contained in this request is already in place through existing staff positions. Weed management activities are wholly funded by outside grants and contracts. This revenue will apply to budget number 621300, as a state grant revenue.

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>3/26/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4-2-15

RESOLUTION NO. 2015-_____
A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
APPROVING THE APPLICATION FOR FUNDS FROM THE
WILDLIFE CONSERVATION BOARD FOR THE MIDDLE OWENS AND FISH SLOUGH PERENNIAL
PEPPERWEED REMOVAL PROJECT

Whereas, funds were made available by the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses, and

Whereas, the Inyo and Mono Counties Agricultural Commissioner's Office intends to control and eradicate invasive *Lepidium latifolium* populations within the proposed project area, restoring and/or improving 10,280 acres and protecting downstream habitat including the Lower Owens River, and

Whereas, Inyo County has identified the Middle Owens and Fish Slough Perennial Pepperweed Removal Project as valuable toward meeting its mission and goals.

Now, therefore let it be resolved by the Inyo County Board of Supervisors to:

- (a) approve the submittal of the proposal Inyo/Mono Watersheds Invasive Plant Inventory Project;
- (b) Certifies that said Applicant will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and
- (c) Further commits to the terms and conditions specified in the grant agreement; and
- (d) appoint the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and other documents which may be necessary for the completion of the proposed project.

Passed and Adopted by the Inyo County Board of Supervisors this _____ day of April, 2015 by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

COUNTY CLERK

COUNTY COUNSEL

WILDLIFE CONSERVATION BOARD
1807 13th Street, Suite 103
Sacramento, California 95811-7137

Restoration Funding Application*

APPLICANT INFORMATION

Full Legal Title of Organization Requesting Funding: Inyo and Mono Counties'
Agricultural Commissioner's Office

Mailing Address: 207 W South Street
Bishop, CA 93514

Federal Employee Identification Number: 95-6005445

Person Representing Organization: Nathan Reade

Title: Agricultural Commissioner

Telephone: (760)873-7860

Email address: nreade@inyocounty.us

PROJECT INFORMATION

Project Title Middle Owens and Fish Slough Perennial Pepperweed Removal Project

County Inyo and Mono

Funding Request \$727,331

Total Project Cost (include in-kind contributions): \$2,375,307

Project Location: Distance and direction from nearest city: NW to E of Bishop, CA

Assessor's Parcel Number(s) (APN) Various

Current Zoning and Master Plan Designation OS-40 (Open Space)

Landowner (name(s), address(es) and (optional) email address(es))

City of Los Angeles Department of Water and Power

300 Mandich St

Bishop, CA 93514

Proposed starting date: July 1, 2015

Estimated completion date: June 30, 2020

Legislative District: Senate: 18

Assembly: 26

Project Elements (Check the program(s) that applies to your project):

- Enhancement or Restoration of Inland Wetlands (Central Valley only)
- Enhancement or Restoration of Riparian Habitat (Statewide)
- Habitat Enhancement and Restoration Program (General)
 - Wetlands outside the Central Valley
 - Endangered Species Habitat (Statewide)

- Forest Land Habitat (Statewide)
- Ecosystem Restoration on Agricultural Land (ERAL) (Statewide)

*(Call WCB staff before submitting application to assure project fits the WCB programs and funding exists. When ready for submittal, submit one hard copy and one electronic copy in word processing program. Include budget as a spreadsheet.)

I. Project Location

The location of this project is approximately 2 miles NNW of Bishop California to 4.5 miles SE of Bishop California along the Owens River. This area does not contain any current WCB projects to the knowledge of the project applicant.

The project area was used historically for Native American encampments and food foraging, and later for providing livestock forage for area ranching operations. Currently, this area is used as a working landscape, providing both areas of managed range for ranching operations, as well as recreational lands. This area is used by recreationalists for birdwatching, photography, fishing, hunting, kayaking, hiking, and many other outdoor activities.

The project area includes riverine and riparian environments that host important wildlife habitat including wetlands, connected meadows, riparian galley forest, and sage scrub. The river itself is a perennial watercourse which discharges at an average rate of 400 cubic feet per second, and is connected to several smaller streams throughout the project area which discharge into it.

II. Project Description

The project area includes mostly-undisturbed riverine and riparian habitat. The City of Los Angeles Department of Water and Power has conducted various biological surveys in the project area as the landowner, which are referenced regularly for land and range management purposes. Portions of this project lie within the Fish Slough Area of Critical Environmental Concern. This area had numerous biological and cultural studies conducted within it prior to its 1982 designation as an Area of Critical Environmental Concern. The Fish Slough Area again underwent additional biological studies prior to the 2004 threatened status listing of the Fish Slough Milk-Vetch and 2005 designation of critical habitat for this species.

A small area near the project serves as an aggregate pit. This area underwent a biological, cultural, and geologic evaluation during a 2004 Environmental Impact Report study.

The project area provides four significant ecological and socioeconomic benefits, which include:

- Habitat for wildlife
- Habitat for native plant species
- Working landscape for local agricultural producers

- Recreational opportunities that contribute to quality of life and the local tourism economy

Each of these benefits is threatened by the existence of non-native invasive Perennial pepperweed, or *Lepidium latifolium*. Several threatened and endangered plant and animal species rely on healthy watershed conditions in the project area to survive, including *Gila bicolor snyderi* (Owens Tui Chub) *Cyprinodon radiosus* (Owens Pupfish), *Empidonax trailii* (Willow Flycatcher), *Empidonax trailii ssp. Extimus* (Southwest Willow Flycatcher), *Sidalcea covillei* (Owens Valley checker bloom), *Calochortus excavatus* (Inyo County mariposa lily), and *Astragalus lentiginosus var. piscinensis* (Fish Slough Milk-Vetch). Many other native plants and animals use this area for habitat, including some such as Mule Deer that use the area seasonally as it is connected to Round Valley and the Sierra Nevada Range.

This project aims to restore habitat within the project area to pre-weed establishment conditions, while also protecting downstream habitat from the threat of invasion. Removal or management of current populations will result in the following improvements to the project area and downstream watershed:

- Improved wildlife habitat
- Increased biodiversity
- Decreased peril to threatened and endangered species
- Decreased streambank erosion
- Increased water quality
- Increased flood control capacity
- Groundwater savings
- Normalization of fire regime

The project area consists of mostly undisturbed native habitat, and removal and management of current *Lepidium latifolium* populations will return this area to a healthy native habitat. This area will be actively managed post-project by the landowner, with additional assistance by the grant applicant when possible. Post-project management will be designed with the goal of eventually eradicating those populations that cannot be eradicated feasibly within this proposed project's lifespan.

Specific goals of this project include:

Restoration to pre-invasion habitat conditions on 5,455 acres that currently contain approximately 3 net acres of *Lepidium latifolium* infestations. This portion of the project area will have an eradication goal for populations contained therein. Once these invasive populations are eradicated, native plant communities will re-inhabit these areas returning them to native habitat.

Improvement of 4,825 acres that contain large populations of *Lepidium latifolium* through reduction of these populations and leading edge containment. This will both isolate infestations for later eradication as well as prevent new satellite infestations from

appearing. Area slated for reduction and management currently contain over 11 net acres *Lepidium latifolium*. This project aims to reduce net acreage of these larger infestations by at least 40%, bringing the total to under 5 net acres and making eradication a viable future option in these areas.

Protection of over 100 miles of downstream habitat along the Owens River, and 7 miles of downstream habitat along Fish Slough. Managing and eradicating populations in the project area avoid downstream spread. The Lower Owens River Project (LORP), which has re-watered a large section of river habitat that had been dried up by water diversions in the early 1900's, lies within this 100 miles of downstream habitat. The LORP area is largely weed-free native habitat that is in recovery, but susceptible to invasion from non-native plants.

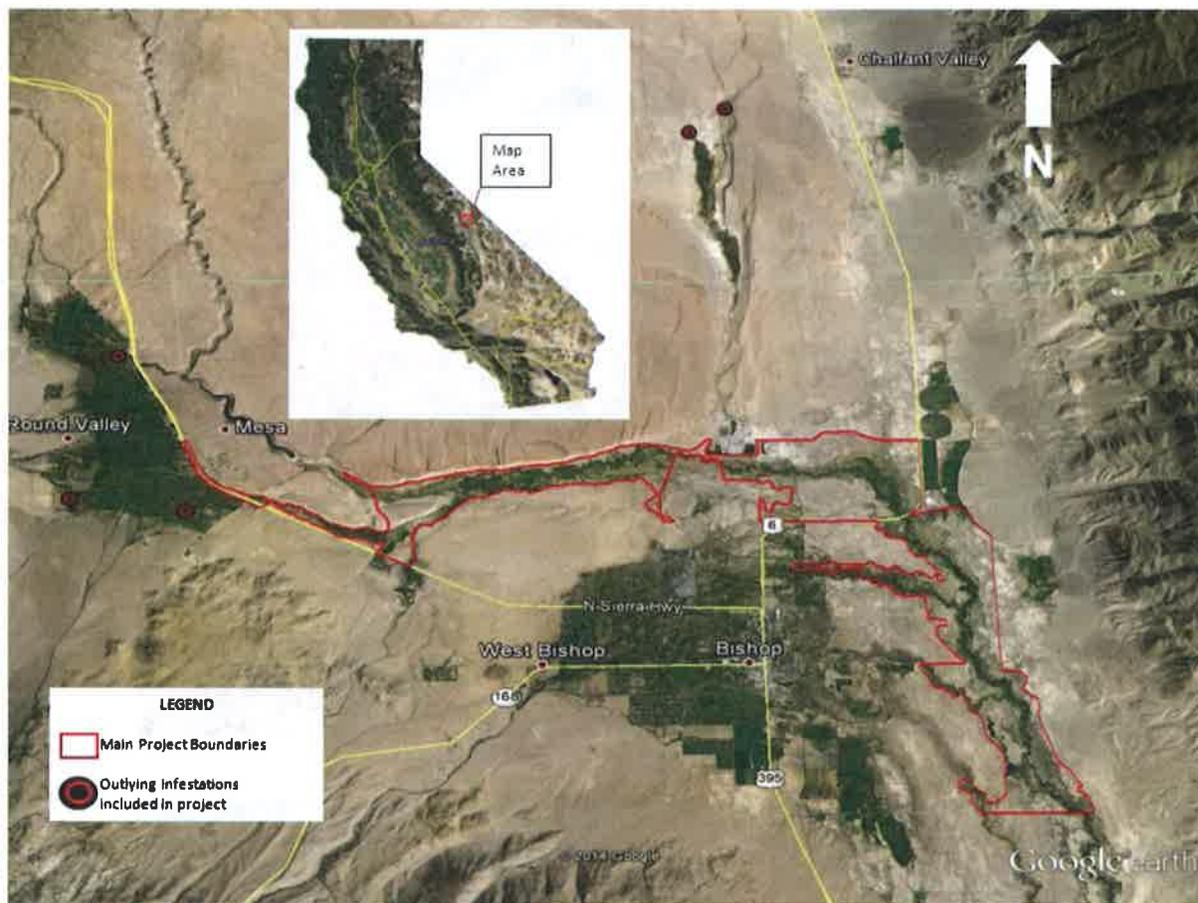
In total the project area includes removal of invasive plants 4 miles of stream and 33 miles of river. These areas are predominantly willow riparian forest, extending on average between 50 and 400 feet along streambanks, connected to alkali meadows, leading to alkali scrub meadow. The entire project area covers 10,280 acres.

This project will extend from January 1, 2015 to December 31, 2019. Field staff will conduct invasive plant management work during the growing season each year, which extends from approximately March through October. During the remaining months of the year staff will conduct field GIS surveys to assess project effectiveness, and plan the following year's activities according to these observations. This timeline also allows for two months prior to the first management season to organize the project, and two months at the end of the project to compile results and conduct final reporting.

By the end of the project timeline, this project is anticipated to produce:

- 66 miles (or 33 river miles) of weed free streambank, protecting water quality and downstream habitat, while also reducing erosion.
- 5,455 acres of habitat with no remaining *Lepidium latifolium* populations, which will contain riparian forest, marsh, wet alkali meadow, alkali meadow, and alkali scrub meadow.
- 4,825 acres of habitat with reduced and contained *Lepidium latifolium* populations that will contain wet alkali meadow, alkali meadow, and alkali scrub meadow habitat.

Project Area Map



Project Area Photos



Owens River habitat within proposed project area.



Lepidium latifolium infestation within native plant community in project area.



*This section of Truckee River infested with *Lepidium latifolium* near Reno, NV. displays the potential destruction that could occur along the Owens River.*



Crews conducting late summer management work in mostly eradicated zone within the project area. This area highlights successful invasive plant management and restoration of meadow habitat.



Lepidium latifolium infestation near proposed project area in 2007.



Area from previous picture in 2010 with invasive plants eradicated. Management strategies developed in previous projects such as this will guide our application of methods during the proposed project.



*Another area displaying successful habitat recovery following *Lepidium latifolium* removal.*



This project would help to not only enhance habitat in the project area, but also sensitive areas downstream, such as the recovering Lower Owens River, shown above.

WORKPLAN.

Thoroughly describe the full project and clearly indicate which portions are proposed for WCB funding. Be specific and concise – identify all construction activities as identified in the budget line items, and identify how they will be constructed in sufficient detail for the Project Manager to identify project components. For example, a description for the installation of a pipeline would identify the material, diameter and length of pipe to be installed, and planting plans should include the number of species and individual plants to be installed, and the type (i.e., potted plants, cuttings, plugs, etc.). In most cases, a drawing should be included to show the locations of all of the elements of the proposed work.

This project aims to reduce and in some cases remove the threat of the non-native invasive weed *Lepidium latifolium* from 10,280 acres of habitat areas surrounding both the Fish Slough Area of Critical Environmental Concern as well as the Owens River near Bishop, California. These invasive plant populations pose many threats, and which have potential to reach a watershed or regional scope. Some examples of damage resulting from *Lepidium latifolium* infestation include:

- Damaged wildlife habitat
- Decreased biodiversity
- Increased peril to threatened and endangered species
- Increased streambank erosion
- Decreased water quality (sedimentation)
- Decreased flood control capacity
- Lowered water table
- Fire severity and frequency alteration

Removal of *Lepidium latifolium* populations will allow native habitat to recover, directly and immediately improving these areas for native vegetation and wildlife. Areas planned for eradication include 5,455 acres of the project area. Management activities such as population reduction and containment will be used in areas where removal is not currently a feasible alternative due to large population sizes. Control and containment for future eradication will be the goal on 4,825 acres. These measures will protect not only areas restored by weed eradication but also downstream habitat such as the Lower Owens River, where years of successful weed management by our weed program have resulted in less than ½ acre of weed populations within an area of about 50,000 acres.

This project will follow management strategies learned through decades of successfully battling tenacious weed infestations. The four basic components of this project will include field eradication and control activities, survey activities to quantify results, review of these results, and using this information to plan for success during the next growing season. These four activities will be repeated each year through the 5-year project timeline, with a final assessment scheduled at the end of the project.

WCB funding will provide the personnel resources needed to maintain a Project Coordinator, a Field Technician, and two seasonal Field Assistants that will work directly on this project. In-kind contributions from the project proponent will provide staffing resources to cover administrative and supervision functions. Additionally, WCB funds will provide resources required to conduct field activities such as equipment rental and fuel costs, herbicide costs, and protective equipment costs. During the project timeframe, the City of Los Angeles Department of Water and Power (LADWP) has committed to provide at least \$300,000 per year in additional in-kind contributions as the landowner through continued cooperative weed management activities directly in the proposed project area.

The anticipated life of the proposed project is five years, which provides a realistic timeframe for the eradication portions of the project. The following table outlines the project schedule:

PROJECT DELIVERABLES	TIMELINE
2015 Management Season	
Seasonal field staff hiring activities	April, 2015
Training and orientation of staff	July 1 to July 3, 2015
Field work – management activities	July 6 – October 31, 2015
Field work – survey activities	November 1 – December 31, 2015
2016 Management Season	
Field work – survey activities	January 1 – February 29, 2016
Field data analysis /seasonal field staff hiring activities	March 1 – April 15, 2016
Field work planning	April 16 – April 30, 2016
Training and orientation of staff	June 1 – June 3, 2016
Field work – management activities	June 6 – October 31, 2016
Field work – survey activities	November 1 – December 31, 2016
2017 Management Season	
Field work – survey activities	January 1 – February 28, 2017
Field data analysis /seasonal field staff hiring activities	March 1 – April 15, 2017
Field work planning	April 16 – April 30, 2017
Training and orientation of staff	June 1 – June 5, 2017
Field work – management activities	June 6 – October 31, 2017
Field work – survey activities	November 1 – December 31, 2017
2018 Management Season	
Field work – survey activities	January 1 – February 28, 2018
Field data analysis /seasonal field staff hiring activities	March 1 – April 15, 2018
Field work planning	April 16 – April 30, 2018
Training and orientation of staff	June 1 – June 5, 2018

Field work – management activities	June 6 – October 31, 2018
Field work – survey activities	November 1 – December 31, 2018

2019 Management Season	
Field work – survey activities	January 1 – February 28, 2019
Field data analysis /seasonal field staff hiring activities	March 1 – April 15, 2019
Field work planning	April 16 – April 30, 2019
Training and orientation of staff	June 1 – June 5, 2019
Field work – management activities	June 6 – October 31, 2019
Field work – survey activities	November 1 – December 31, 2019
2020 Management Season	
Field work – survey activities	January 1 – February 29, 2020
Data analysis	March 1 – April 15, 2020
Final report/project analysis compilation	April 16 – May 15, 2020

MANAGEMENT PLAN. The proposed project area is located entirely within LADWP owned lands, which will be required to manage invasive plants in these areas in the future. The project proponent, as the administrative entity of the Eastern Sierra Weed Management Area (ESWMA) group intends to continue assisting LADWP whenever possible to meet management goals, as well as ensure that restored areas do not become re-infested with exotic plant species.

III. Probability of Success

1. *Does the site contain the appropriate hydrology, soils, geography, etc. to support the proposed project? Explain.* This project contains all of the elements to support healthy native habitat, and did support such habitat prior to invasive plant establishment. The biggest threat to the success of this project would be unforeseen natural events such as wildfire or flooding.

2. *Was the area historically occupied by habitat comparable to that proposed? Discuss.* Yes. This area currently provides habitat for area wildlife, but the value of this habitat is diminished by dense *Lepidium latifolium* monocultures in meadow areas, as well as smaller satellite infestations that occur on streambanks, threatening erosion, water quality impacts, and downstream distribution. As explained above, this area contained healthy native plant communities prior to invasion by exotic species.

3. *Does the project utilize methods and technologies that are understood and well proven? If not, is there an adaptive management component to the project? Explain.* This project will use previous successful management strategies as a framework for

success. That being said, room for improvement always exists, and this project has adaptive management built in. The survey and review of sites will allow for adjustments to be made to each site annually to ensure that the most appropriate strategies are being employed. Years of successful management projects have taught our program that review can be our most important tool for success, and that changing management timeframes by a few days or herbicide droplet sizes by a few microns can make a significant difference.

4. *What are the expected maintenance methods and annual costs? Is there a viable public or private organization willing and able to perform the needed long-term management and maintenance?* Maintenance methods will depend on the project's goal for a particular site. For sites identified as having an eradication goal, maintenance will include minimal survey work to ensure new weed infestations do not colonize restored areas. These sites will only require annual visits during growing season to verify a weed-free status, which can be included in current ongoing surveys by LADWP land managers. For sites identified as having control goals, management will continue after this project is completed with the goal of eventual eradication. This project is designed to contain those infestations that are too large to viably eradicate in the five-year project lifespan so that future efforts may eventually eradicate them.

5. *Please explain any biological monitoring planned to assess the effectiveness of the proposed project.* This project includes a survey component to assess the reduction or elimination of invasive weed populations. Baseline weed acreage data exists for the project area from previous projects. Data will be collected during the treatment season based on output of calibrated spraying equipment. Additional and more detailed data will be collected between growing seasons using GPS technology to produce GIS data to populate our database for assessment of success and planning for the following season.

6. *If a water supply is necessary to the success of the project what is the short and long-term source and availability of water for the project, and what are the short and long-term water costs?* N/A

7. *For riparian projects, describe the stream's flow regime. Does the site flood on a regular basis? Is there connectivity to the floodplain?* The portion of the Owens River within the project area lies below two reservoirs, and thus rarely floods as flow is controlled. Typically, this section of river flows at between 300 and 700 cfs, with higher flows in summer months as runoff increases with temperatures. The portion of the project containing Fish Slough is spring fed, and research of the area found no history of flooding.

8. *Have the stressor(s) (e.g., intensive grazing, hydrology modifications, etc.) that caused the problem been eliminated or modified to reduce future impacts? Explain.* It is difficult to ascertain with certainty how *Lepidium latifolium* was introduced to the area. Possibilities include movement by domestic livestock, wildlife, or on vehicles or equipment used by recreationalists. Past grazing practices may have produced conditions that were more suitable for exotic plant infestation. Conditions differ today

than in the past that would make this area less suitable for invasion. Livestock operations are more highly managed to ensure a health habitat and long-term working landscape viability. Fencing has been erected to preclude most vehicle traffic from encroaching on riparian habitat. Extensive public outreach, active management and survey work, and a healthier restored native plant habitat should also work to preclude establishment of any new populations from outside the area.

9. *Will the California Conservation Corps be involved in this project?* No.

IV. Project Significance

1. *Is the project on or near a State Wildlife Area, Ecological Reserve, National Wildlife Refuge, Private Wildlife Sanctuary, County Reserve, or any other protected habitat area? Name them and indicate how far they are from the project site.*

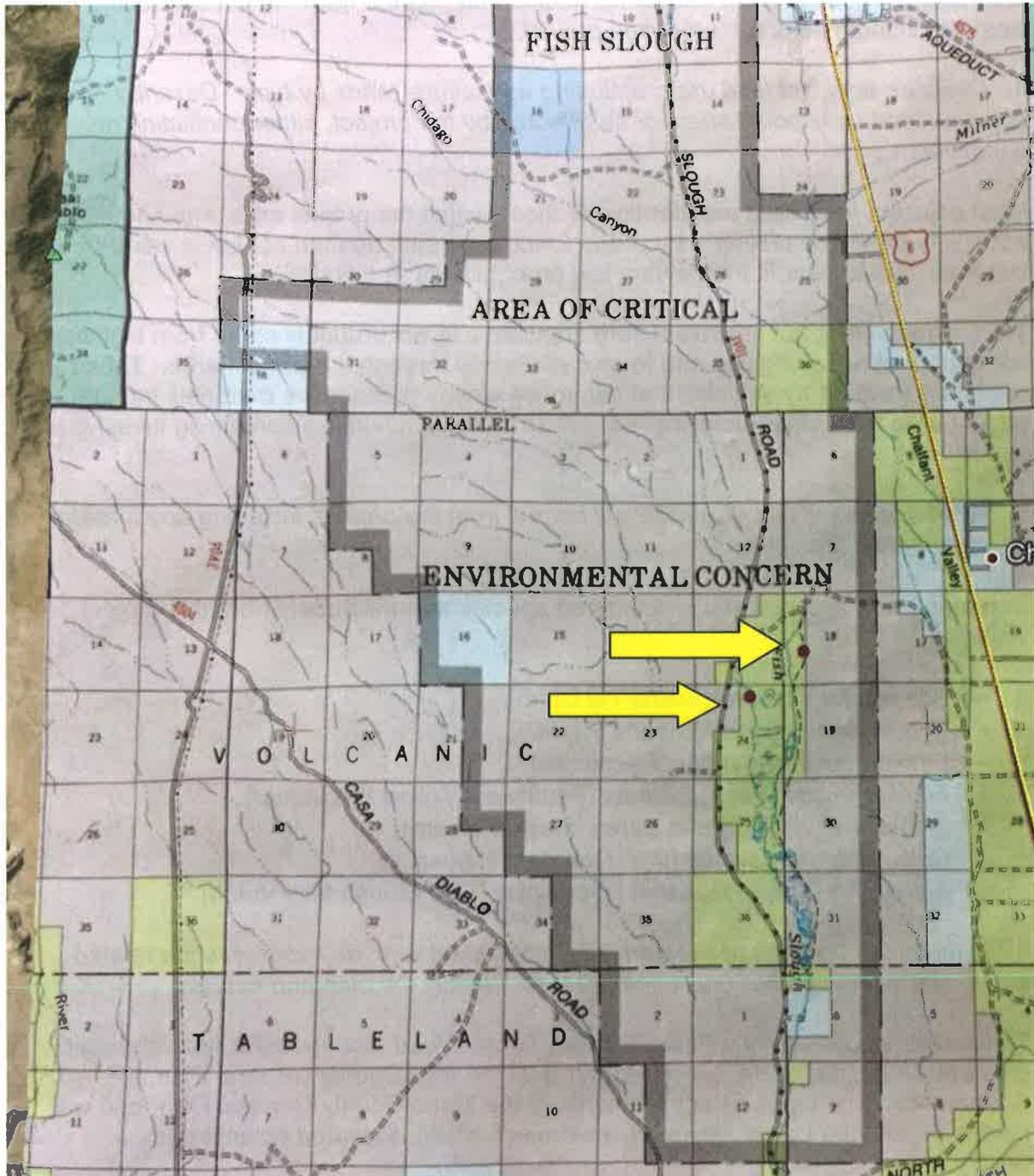
Portions of this project are within the Fish Slough Area of Critical Environmental Concern.

2. *Where is the project located in relation to existing habitat types of high quality that are similar to the habitats to be restored or enhanced with this project? Are there critical or sensitive habitats (e.g., vernal pools, T&E habitats, etc.) nearby? Please include a map showing the locations in relation to the project site.*

Existing habitats of high quality exist within the project area as weedy populations are still spotty in nature. Removal of these weeds will allow this habitat to expand back into infested areas, restoring them. Other habitat similar to this project's restoration goal habitat exists both upstream and downstream as outlined in blue on the map below:



Portions of this project will be conducted inside critical and sensitive habitat, as they are within the Fish Slough Area of Critical Environmental Concern. These portions of the project will remove *Lepidium latifolium* from the upper springs portion of Fish Slough, where they threaten to travel downstream and colonize miles of one of a kind riparian habitat. This is illustrated in the map below, showing the location of two outlying populations included in the proposed project.



3. Will the project provide or help establish a habitat corridor, connecting two larger protected areas or areas of high quality?

The map on page 14 illustrates the habitat bridge that the project area provides between three high quality habitat areas, including upstream and downstream sections of the Owens River, the Fish Slough Area, and the Round Valley/Pine Creek Area.. Enhancing habitat by completing this project will enhance this connectivity. The project area also provides grazing habitat for wildlife that migrate from habitat connected to the western boundaries of the proposed project.

4. Describe adjacent land uses, including agricultural lands by type. Describe how the adjacent land uses could affect or be affected by the project, either conflicting or complementary.

Most adjacent land uses are identical to those within the project area, and should not adversely affect the project's success. Since upstream riparian habitat is weed free, this area should benefit from a very low probability of re-infestation.

The biggest threat to this project from adjacent use will probably come from highway corridors that run alongside and in on case briefly through the project area. These roads are traveled by vehicles that can move weedy propagative materials into the project area from other locations, as well as carry commodities containing invasive plant seeds.

5. What species of fish or wildlife will benefit from the project, including any threatened or endangered species?

Some of the threatened and endangered species that will benefit from this project include:

- *Gila bicolor snyderi* (Owens Tui Chub)
- *Cyprinodon radiosus* (Owens Pupfish)
- *Empidonax trailii* (Willow Flycatcher)
- *Empidonax trailii ssp. Extimus* (Southwest Willow Flycatcher)
- *Sidalcea covillei* (Owens Valley checker bloom)
- *Calochortus excavatus* (Inyo County mariposa lily)
- *Astragalus lentiginosus var. piscinensis* (Fish Slough Milk-Vetch)

6. Is the project or project site part of, or consistent with, any conservation related plans, strategies, studies or programs? If so, identify the plan and explain.

This project is consistent with the Eastern Sierra Weed Management Area strategic plan and MOU, the Open Space Elements of the Inyo County General Plan, the Conservation and Open Space elements of the Mono County General Plan, and will help to protect the Lower Owens River Project, which is located downstream.

7. *How might the possible effects of global climate change (e.g., sea level rise, changes in precipitation and/or temperature, water availability, etc.) affect the long term success of this project?"*

In the very long term, climate change has the potential to alter habitat types, and therefore could replace restored habitats with other types.

V. Public Support

1. *Is the project supported by, consistent with, or in conflict with any local or regional plans? Identify the plan and explain.*

This project has the support of many local and regional agencies and groups. Letters of support are attached from the California Department of Fish and Wildlife, the Bishop Field Office of the Bureau of Land Management, The Eastern Sierra Land Trust, and The Sierra Nevada Conservancy. This project is not in conflict with any local or regional plans. This project is consistent with the Eastern Sierra Weed Management Area strategic plan, and supported by the group's MOU. This project is consistent with the Inyo County General Plan and the Mono County General Plan.

2. *If the project site is privately-owned, is the property encumbered with a Williamson Act contract or any other conservation agreements (i.e. conservation, flood or agricultural easements)?*

N/A

3. *How does the project involve the local community or local interest groups and what type of commitments (cash, time, in-kind) have or will be made toward the project?*

This project is being conducted by the Inyo/Mono Counties Agricultural Commissioner's Office as a partner in the Eastern Sierra Weed Management Area group, which is a collection of 15 local and regional agencies and community groups. The landowner, City of Los Angeles Department of Water and Power is also a member of the ESWMA, and will contribute at least \$300,000 annually to this project through in-kind contributions of management work.

4. *Please explain any planned public use of the project site, and if none is planned, explain why. Will volunteers be used to implement the project, and if so, how will the applicant assure that plan specifications are followed?*

The entire project area has been used historically for recreation, and will continue to be used for this during the project and after the project is completed. Typical recreation in

this area includes kayaking, photography, hiking, hunting, fishing, birdwatching, and other outdoor activities. This project requires specialized training and licensing, and volunteer work is not anticipated.

5. *For Ecosystem Restoration on Agricultural Land (ERAL) projects explain the potential for the project to be applied to other agricultural properties in the area, and statewide. Explain any outreach efforts to other landowners in the area regarding the project.*

N/A

VI. Project Readiness

1. Is (are) the landowner(s) willing to allow the construction of the project and agreeable to maintaining the project on a long-term basis (typically, 25 years)?

Yes.

2. Has the applicant completed the environmental documents (including CEQA, which is required prior to WCB approval of funding) and obtained the necessary State, federal and local permits for the projects? If not, give the current status and expected completion date(s).

This project does not require any permitting, and is exempt from CEQA under California Resources Code Title 14 section 15250(i) and 21080.5

3. Are there complications (hazardous materials, mosquito abatement, etc.) associated with the project that could delay the completion of the project? If so, please explain.

No.

4. Have you contacted the Department of Fish and Game regarding this project (a DFG letter of support is required – contact the WCB project manager for assistance)?

Yes, a letter of support is attached.

VII. Importance of Prompt Implementation

1. Is there a significant risk that the site or resource could be lost to development or other human uses? Explain.

The project area is within LADWP land holdings used for their watershed value, and use has not been converted to any other type, remaining open space recreational and grazing for nearly 100 years. There is little to no possibility that this resource could be lost to development in the foreseeable future.

2. Will the project solve a problem that, if allowed to continue, would be significantly more expensive to fix in the future? Explain.

The main goal of this project is to preclude either much higher management costs in the future, or expansion of invasive plants to the extent that future management is not at all possible. If left unchecked, current populations may expand to unmanageable levels within a decade. This project aims to eradicate certain populations, removing future management costs, and mitigate other populations to the extent that they are eradicable within the next 5-10 years, eventually removing all management costs with the exception of monitoring.

3. Are other funds available and/or secured that may be at risk if the project is delayed?

No other resources have been sought for this project. The biggest risk of delaying the proposed project is the potential for the problem to worsen, raising future management costs.

VIII. Complete this question only if requesting funds for the enhancement or restoration of wetlands in the Central Valley. See Inland Wetlands Conservation Program.

Which of the six objectives of the Central Valley Habitat Joint Venture is the project designed to address and how will this project contribute to the achievement of that (those) objective(s)?

N/A

IX. Funding Sources

15/16

ITEM	RATE	AMOUNT	TOTAL	Grant	In-Kind
Personnel					
Ag Comm	\$ 73.30	160.00	\$ 11,728.00		\$ 11,728.00
Sup. Ag. Bio.	\$ 50.00	240.00	\$ 12,000.00		\$ 12,000.00
Office Tech II	\$ 36.67	160.00	\$ 5,867.20		\$ 5,867.20
Program Coordinator	\$ 40.00	2,080.00	\$ 83,200.00	\$ 83,200.00	
Field Tech II (per hour)	\$ 36.62	1,040.00	\$ 38,084.80	\$ 38,084.80	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Materials					
Telar DF (oz)	\$ 50.00	85.92	\$ 4,296.00	\$ 4,296.00	
Milestone (gal)	\$ 308.00	3.36	\$ 1,033.73	\$ 1,033.73	
MSO (gal)	\$ 16.16	6.35	\$ 102.54	\$ 102.54	
PPE (per day, per person)	\$ 4.07	320.00	\$ 1,302.40	\$ 1,302.40	
Equipment					
Mileage (per mile)	\$ 0.55	650.00	\$ 1,485.00	\$ 1,485.00	
Power Sprayer (per hour)	\$ 25.00	40.00	\$ 1,000.00	\$ 1,000.00	
ATV + Sprayer (per hour)	\$ 25.00	60.00	\$ 1,500.00	\$ 1,500.00	
Subtotal					
			Subtotal \$ 178,276.66	\$ 148,681.46	\$ 29,595.20
LADWP Contribution					
LADWP Contribution			\$ 300,000.00		\$ 300,000.00
			TOTAL \$ 478,276.66	\$ 148,681.46	\$ 329,595.20

16/17

ITEM	RATE	AMOUNT	TOTAL	Grant	In-Kind
Personnel					
Ag Comm	\$ 73.30	160.00	\$ 11,728.00		\$ 11,728.00
Sup. Ag. Bio.	\$ 50.00	240.00	\$ 12,000.00		\$ 12,000.00
Office Tech II	\$ 36.67	160.00	\$ 5,867.20		\$ 5,867.20
Program Coordinator	\$ 40.00	2,080.00	\$ 83,200.00	\$ 83,200.00	
Field Tech II (per hour)	\$ 36.62	1,040.00	\$ 38,084.80	\$ 38,084.80	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Chemical					
Telar DF (oz)	\$ 50.00	68.74	\$ 3,436.80	\$ 3,436.80	
Milestone (gal)	\$ 308.00	2.69	\$ 826.98	\$ 826.98	
MSO (gal)	\$ 16.16	5.08	\$ 82.03	\$ 82.03	
PPE (per day, per person)	\$ 4.07	320.00	\$ 1,302.40	\$ 1,302.40	
Equipment					
Mileage (per mile)	\$ 0.55	1,300.00	\$ 715.00	\$ 715.00	
Power Sprayer (per hour)	\$ 25.00	32.00	\$ 800.00	\$ 800.00	
ATV + Sprayer (per hour)	\$ 25.00	48.00	\$ 1,200.00	\$ 1,200.00	
Subtotal					
			Subtotal \$ 175,920.21	\$ 146,325.01	\$ 29,595.20
LADWP Contribution					
LADWP Contribution			\$ 300,000.00		\$ 300,000.00
			TOTAL \$ 475,920.21	\$ 146,325.01	\$ 329,595.20

17/18					
ITEM	RATE	AMOUNT	TOTAL	Grant	In-Kind
Personnel					
Ag Comm	\$ 73.30	160.00	\$ 11,728.00		\$ 11,728.00
Sup. Ag. Bio.	\$ 50.00	240.00	\$ 12,000.00		\$ 12,000.00
Office Tech II	\$ 36.67	160.00	\$ 5,867.20		\$ 5,867.20
Program Coordinator	\$ 40.00	2,080.00	\$ 83,200.00	\$ 83,200.00	
Field Tech II (per hour)	\$ 36.62	1,040.00	\$ 38,084.80	\$ 38,084.80	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Chemical					
Telar DF (oz)	\$ 50.00	54.99	\$ 2,749.44	\$ 2,749.44	
Milestone (gal)	\$ 308.00	2.15	\$ 661.58	\$ 661.58	
MSO (gal)	\$ 16.16	4.06	\$ 65.62	\$ 65.62	
PPE (per day, per person)	\$ 4.07	320.00	\$ 1,302.40	\$ 1,302.40	
Equipment					
Mileage (per mile)	\$ 0.55	1,300.00	\$ 715.00	\$ 715.00	
Power Sprayer (per hour)	\$ 25.00	25.60	\$ 640.00	\$ 640.00	
ATV + Sprayer (per hour)	\$ 25.00	38.40	\$ 960.00	\$ 960.00	
Subtotal					
		Subtotal	\$ 174,651.05	\$ 145,055.85	\$ 29,595.20
LADWP Contribution					
LADWP Contribution			\$ 300,000.00		\$ 300,000.00
			TOTAL	\$ 474,651.05	\$ 329,595.20

18/19					
ITEM	RATE	AMOUNT	TOTAL	Grant	In-Kind
Personnel					
Ag Comm	\$ 73.30	160.00	\$ 11,728.00		\$ 11,728.00
Sup. Ag. Bio.	\$ 50.00	240.00	\$ 12,000.00		\$ 12,000.00
Office Tech II	\$ 36.67	160.00	\$ 5,867.20		\$ 5,867.20
Program Coordinator	\$ 40.00	2,080.00	\$ 83,200.00	\$ 83,200.00	
Field Tech II (per hour)	\$ 36.62	1,040.00	\$ 38,084.80	\$ 38,084.80	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Chemical					
Telar DF (oz)	\$ 50.00	43.99	\$ 2,199.55	\$ 2,199.55	
Milestone (gal)	\$ 308.00	1.72	\$ 529.27	\$ 529.27	
MSO (gal)	\$ 16.16	3.25	\$ 52.50	\$ 52.50	
PPE (per day, per person)	\$ 4.07	320.00	\$ 1,302.40	\$ 1,302.40	
Equipment					
Mileage (per mile)	\$ 0.55	1,300.00	\$ 715.00	\$ 715.00	
Power Sprayer (per hour)	\$ 25.00	20.48	\$ 512.00	\$ 512.00	
ATV + Sprayer (per hour)	\$ 25.00	30.72	\$ 768.00	\$ 768.00	
Subtotal					
		Subtotal	\$ 173,635.72	\$ 144,040.52	\$ 29,595.20
LADWP Contribution					
LADWP Contribution			\$ 300,000.00		\$ 300,000.00
			TOTAL	\$ 473,635.72	\$ 329,595.20

19/20					
ITEM	RATE	AMOUNT	TOTAL	Grant	In-Kind
Personnel					
Ag Comm	\$ 73.30	160.00	\$ 11,728.00		\$ 11,728.00
Sup. Ag. Bio.	\$ 50.00	240.00	\$ 12,000.00		\$ 12,000.00
Office Tech II	\$ 36.67	160.00	\$ 5,867.20		\$ 5,867.20
Program Coordinator	\$ 40.00	2,080.00	\$ 83,200.00	\$ 83,200.00	
Field Tech II (per hour)	\$ 36.62	1,040.00	\$ 38,084.80	\$ 38,084.80	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Field Assitant (per hour)	\$ 18.53	450.00	\$ 8,338.50	\$ 8,338.50	
Chemical					
Telar DF (oz)	\$ 50.00	35.19	\$ 1,759.64	\$ 1,759.64	
Milestone (gal)	\$ 308.00	1.37	\$ 423.41	\$ 423.41	
MSO (gal)	\$ 16.16	2.60	\$ 42.00	\$ 42.00	
PPE (per day, per person)	\$ 4.07	320.00	\$ 1,302.40	\$ 1,302.40	
Equipment					
Mileage (per mile)	\$ 0.55	1,300.00	\$ 715.00	\$ 715.00	
Power Sprayer (per hour)	\$ 25.00	16.38	\$ 409.60	\$ 409.60	
ATV + Sprayer (per hour)	\$ 25.00	24.58	\$ 614.40	\$ 614.40	
Subtotal					
		Subtotal	\$ 172,823.45	\$ 143,228.25	\$ 29,595.20
LADWP Contribution					
LADWP Contribution			\$ 300,000.00		\$ 300,000.00
		TOTAL	\$ 472,823.45	\$ 143,228.25	\$ 329,595.20
GRAND TOTAL			\$ 2,375,307.09	\$ 727,331.09	\$ 1,647,976.00

IX Experience

Describe your organization's experience and qualifications for implementing this project with specific examples of similar projects.

The Inyo and Mono Counties Agricultural Commissioner's Office has decades of experience in successful invasive plant management projects. Over the last 10 years, our office has managed on behalf of the ESWMA 14 separate projects with budgets ranging from a few thousand dollars to over a million dollars. As the administrative entity and a partner in the ESWMA, the Inyo and Mono Counties Agricultural Commissioner's Office can consult with the many land managers and biologists from the partner agencies and groups. This human resource network is a huge asset for our organization.

Specific personnel included in this project budget that will help to ensure its success include a Field Technician II with over 10 years of invasive plant work experience in our department, a Supervising Agricultural Biologist that has 8 years of Biologist experience and 8 years of mapping/survey experience, and an Agricultural Commissioner that has been managing these types of projects for 13 years, and working in the invasive plant field for more than 15 years.

CHECKLIST

NOTE: The following information should be provided electronically to the WCB project manager a minimum of four months prior to the desired board meeting date.

- Full project description
- Firm cost estimates (Please indicate cost-share matches by other funding partners. Include in-kind contributions.) Provide as electronic spreadsheet.
- Management plan
- Time line
- Project location map showing project area
- GIS shape files
- Site map or other maps that may more fully describe the project
- Detailed project drawing (a sketch showing relevant features of the proposed restoration project)
- Photos of proposed project site
- CEQA document or notice of exemption (Required prior to Board approval - contact WCB for assistance)
- If the restoration project is to be located on private lands, a legal description of the lands is required, including the assessor's parcel number.
- Resolution from applicant's governing board
- Support letters (if available)
- A recommendation letter from the Department of Fish and Game (contact WCB for assistance)

Mail one hard copy of the completed application to:

Executive Director
Wildlife Conservation Board
1807 13th Street
Sacramento, California 95814-7137

DEVELOPMENT TASKS

Typical Riparian Habitat Restoration Tasks/Cost Categories:

Task Category	Description
Mobilization/Demobilization	Self-explanatory
Site Preparation	Could include removal of old structures, fencing, vegetation, etc., and disking soil or weed control for planting.
Plant Propagation	Collect cuttings or seeds; establish, construct and maintain nursery.
Planting	Acquire and plant trees and shrubs, upland seeding, container stock, cuttings.
Fencing	New, replaced or renovated.
Infrastructure	Include acquisition and installation of weirs, pipelines, culverts, fittings, valves, etc.
Earthmoving	Cut and fill, swale work, levee construction, road base, etc.
Plant establishment	Include irrigation costs, plant survival monitoring, plant replacement, weeding.
Invasive Species Control	Cutting, digging, spraying, biomass removal, burning, disking, grazing. Can include acquisition of materials (small tools, gloves, herbicides, etc.)
Weed control	Rarely separate line item - usually included in "Site Preparation" or "Plant Establishment" line items, as appropriate.
Irrigation	Acquisition of materials, installation, and operation during establishment period.
Signs	Monument, interpretive or partner recognition signs, trails, blinds.
Contingencies	Self-explanatory
Project Management	One category for all project staffing for all project development: Survey and Design, planning, site evaluations, soil and water evaluations, project design, permits, construction oversight, volunteer oversight. Some of these costs could be included in other line items as well (staff time for plant establishment for example)
Project Administration	Costs for incidental and directly related activities.

DEVELOPMENT TASKS

Typical Inland Wetlands Conservation Program Tasks/Cost Categories:

Task Category	Description
Mobilization/Demobilization	Self-explanatory
Site Preparation	Could include removal of old structures, fencing, vegetation, etc., and disking soil or weed control for planting.
Pumps	New or renovation of lift pumps or pumps for deep wells, with electrical hookups or diesel motors. Can be combined with "Well" where appropriate
Well	New or renovated. Can be combined with "Pumps" where appropriate.
Water Control Structures	Include acquisition and installation of weirs, pipelines, culverts, fittings, valves, etc.
Earthmoving	Cut and fill, swale work, levee construction, road base, etc.
Pipelines	Includes fittings and valves. Can be combined with Water Structures where appropriate.
Gravel	Could be for road base, roads, parking areas.
Planting	Acquire and plant trees and shrubs, upland seeding, container stock, cuttings
Fencing	New, replaced or renovated.
Plant establishment	Include irrigation costs, plant survival monitoring, plant replacement, weeding.
Herbicide	Acquisition of herbicide. Can be included in Weed Control.
Weed control	Cutting, digging, spraying, biomass removal, burning, disking, grazing. Can include acquisition of materials (small tools, gloves, herbicides, etc.). Should be included in "Site Preparation" or "Plant Establishment" line items, as appropriate.
Signs	Monument, interpretive or partner recognition signs.
Contingencies	Self-explanatory
Project Management	One category for all project staffing for all project development: Survey and Design, planning, site evaluations, soil and water evaluations, project design, permits, construction oversight, volunteer oversight. Some of these costs could be included in other line items as well (staff time for plant establishment, for example)
Project Administration	Costs for incidental and directly related activities.

DEVELOPMENT TASKS

Typical Habitat Enhancement and Restoration Program Tasks/Cost Categories:

Task Category	Description
Mobilization/Demobilization	Self-explanatory
Site Preparation	Could include removal of old structures, fencing, vegetation, etc., and disking soil or weed control for planting.
Pumps	New or renovation of lift pumps or pumps for deep wells, with electrical hookups or diesel motors. Can be combined with "Well" where appropriate
Well	New or renovated. Can be combined with "Pumps" where appropriate.
Infrastructure	Include acquisition and installation of weirs, pipelines, culverts, fittings, valves, etc. Can include pumps and wells.
Earthmoving	Cut and fill, swale work, levee construction, road base, etc.
Pipelines	Includes fittings and valves. Can be combined with Water Structures where appropriate.
Gravel	Could be for road base, roads, parking areas.
Plant Propagation	Collect cuttings or seeds; establish, construct and maintain nursery.
Planting	Acquire and plant trees and shrubs, upland seeding, container stock, cuttings
Fencing	New, replaced or renovated.
Plant establishment	Include irrigation, plant survival monitoring, plant replacement, weeding.
Irrigation	Acquisition of materials, installation, and operation during establishment period.
Herbicide	Acquisition of herbicide. Can be included in Weed Control.
Invasive Species Control	Cutting, digging, spraying, biomass removal, burning, disking, grazing. Can include acquisition of materials (small tools, gloves, herbicides, etc.)
Weed control	Cutting, digging, spraying, biomass removal, burning, disking, grazing. Can include acquisition of materials (small tools, gloves, herbicides, etc.). Should be included in "Site Preparation" or "Plant Establishment" line items, as appropriate.
Signs	Monument, interpretive or partner recognition signs.
Contingencies	Self-explanatory
Project Management	One category for all project staffing for all project development: Survey and Design, planning, site evaluations, soil and water evaluations, project design, permits, construction oversight, volunteer oversight. Some of these costs could be included in other line items as well (staff time for plant establishment for example)
Project Administration	Costs for incidental and directly related activities.

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

March 4, 2015

Mr. Nathan Reade
Inyo Mono Agricultural Commissioner
207 West South Street, Room 6
Bishop, CA 93514

Dear Mr. Reade:

Subject: Letter of Support for the Restoration Funding Application for the
"Middle Owens and Fish Slough Perennial Pepperweed Removal Project"

The Los Angeles Department of Water and Power (LADWP) supports the Eastern Sierra Weed Management Area (ESWMA) program administered by the Inyo/Mono Agricultural Commissioner's office (Inyo/Mono Ag). The program provides treatment of invasive and noxious weeds, and increases public awareness of weeds in Inyo and Mono Counties.

LADWP is pleased to partner with the Inyo/Mono Ag office in this program, and based on the last two years of weed treatment conducted; LADWP anticipates a contribution of \$300,000 of in-kind services to this effort from 2015 through 2020.

The last commitment of support occurred in 2008 and since this time there have been a number of changes that require review and coordination of the upcoming ESWMA program. LADWP and Inyo/Mono Ag will need to coordinate treatment efforts in regard to:

1. Methods
2. Timing
3. Specific Herbicides
4. Impacts to native vegetation
5. Treatment near endangered species
6. Permitting needs
7. Annual Operating Plan
 - a. Specific approved herbicides
 - b. Specific approved treatment methods
 - c. Treatment timing due to sensitive species

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax: (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com



Please consider this letter as support for Inyo/Mono Ag efforts and for the grant application for the Middle Owens and Fish Slough Perennial Pepperweed Removal Project with the Wildlife Conservation Board.
LADWP looks forward to meeting to meeting to discuss the upcoming weed treatment program in 2015.

If you have any questions or need additional information, please contact Ms. Lori Gillem, Watershed, Resources Specialist, at (760) 873-0407 or (760) 873-0409.

Sincerely,

A handwritten signature in blue ink that reads "James G. Yannotta". The signature is written in a cursive style with a large initial "J".

James G. Yannotta
Manager of Aqueduct

c: Ms. Lori Gillem

Inyo Lepidium project

Johnson, Doug [dwjohnson@cal-ipc.org]

Sent: Wednesday, March 18, 2015 12:24 PM

To: Perrine, Peter@Wildlife [Peter.Perrine@wildlife.ca.gov]

Cc: Nathan Reade

Hi Peter,

I wanted to let you know that Cal-IPC has reviewed the project proposed for *Lepidium* control on the Owens River. It looks good to us. The Inyo/Mono Ag Commissioner's office and the Eastern Sierra WMA has been working diligently toward eradication of key populations throughout the region and this project would accomplish a significant step forward in that work. *Lepidium latifolium* is a major weed, as you know, and this area has an important opportunity to control its impacts to wildlife, water and agriculture.

This is one of the regions where we'll coordinate with partners in the future to plan additional early eradication priorities. A couple other regions are ready to go as well.

We'll talk soon. Thanks,

Doug

Doug Johnson, Executive Director

California Invasive Plant Council | www.cal-ipc.org

1442-A Walnut St., #462, Berkeley, CA 94709

dwjohnson@cal-ipc.org | (510) 843-3902 x302

2015 Cal-IPC Symposium, Oct. 28-31, San Diego!

*Protecting California's environment and economy
from invasive plants.*



State of California -The Natural Resources Agency
DEPARTMENT OF FISH AND GAME
Inland Deserts Region
407 West Line Street
Bishop, CA 93614
<http://www.dfg.ca.gov>

EDMUND G. BROWN JR., Governor
Charlton H. Bonham, Director



August 5, 2014

Nathan Reade, Agricultural Commissioner/Sealer
Inyo/Mono County Agricultural Commissioner's Office
207 W. South Street
Bishop, CA 93514

Subject: Eastern Sierra Weed Management Area

Mr. Reade:

The California Department of Fish and Wildlife (Department) would like to express support of the Eastern Sierra Weed Management Area (ESWMA) program administered by the Inyo/Mono Agricultural Commissioner's office. This program provides protection from noxious and invasive weed threats on working landscapes and wildlife habitat in many parts of the Eastern Sierra. The program has performed an excellent job in the detection, eradication and management of noxious weed species on Department Wildlife Areas and Ecological Reserves as well as other public and private lands in Inyo and Mono Counties. Without ESWMA program's surveillance and diligent work, many thousands of acres would have been lost to invasive species already, negatively affecting native plants, habitats and the wildlife that depends upon them. This program continues to help many local agencies, including the Department, to remove invasive plant threats on numerous areas through habitat enhancement and mitigation projects. The Department is a strong supporter of this work.

If you have any questions about this letter, please contact me at (760) 872-1173 or via email at Alisa.Ellsworth@wildlife.ca.gov. Thank you for conducting this important work to protect our native and biologically rich habitats in the Eastern Sierra.

Sincerely,

Alisa Ellsworth
Senior Environmental Scientist, Lands North Supervisor
Inland Deserts Region



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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Adoption of the plans and special provisions for the South Bishop Improvement Project, and approval to advertise for bids.

DEPARTMENTAL RECOMMENDATIONS: Request Board adopt the plans and specifications for the South Bishop Improvement Project, and authorize the public works director to advertise for bids for the project, contingent upon receipt of the state's authorization to proceed with construction, and adoption of future budgets.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: The South Bishop Improvement Project consists of two projects which will be constructed at the same time:

- 1) The Sunland Drive Reconstruction Project (RPL-5948(064)) consists of pulverizing the existing pavement on Sunland Drive; installing 2 inches of hot mix asphalt pavement (HMA) on the reconstructed material on what will be the two new 11-foot wide vehicle lanes of Sunland Drive; adjusting survey monuments to grade; installing concrete sidewalk, curb, gutter, and an ADA ramp; installing shoulder backing, installing/replacing roadside signs, painting centerline striping, and painting pavement markings. This project is federally funded.
- 2) The Sunland Drive Bicycle Lanes Project RPSTPLE-5948(077) generally consists of widening Sunland Drive to accommodate two 4-foot wide bicycle lanes on each side of the road; installing 2 inches of HMA on the bicycle lanes (which will be done contiguously with paving the vehicle lanes); installing shoulder backing; and installing bicycle lane striping, signs, and pavement markings. This project is federally funded.

The road will not be closed during construction. The contractor will provide for one-lane traffic control during portions of the work. The local radio stations will be requested to broadcast a Public Information Bulletin about the project prior to the start of construction, and the local residents and emergency response agencies will also be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 75 working days.

Public Works Department engineering staff performed engineering for the project and prepared the plans and specifications under the direction of the Public Works Director. Public Works Department engineering staff have reviewed the plans and specifications.

The requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the project have been met. The Inyo County Planning Department approved a categorical exemption for the project on July 26, 2011, and the California Department of Transportation, the lead agency for NEPA compliance, approved a Categorical Exclusion for the project on October 10, 2013. NEPA compliance is required for any project where federal funds are involved. No permits are required for the project.

A copy of the plans and specifications for the South Bishop Improvement Project has been provided to the Assistant Clerk of the Board for review by members of the Board of Supervisors.

The bicycle lanes and the the Sunland Drive reconstruction portion of this project are federally funded by the Regional Improvement Program and the Toll Credits Program. The Sunland Indian Reservation reconstruction and overlay is funded by Regional Improvement Program Transportation Enhancement funds and the Toll Credits Program. These

programs will reimburse the County for 100 percent of the construction costs, including construction engineering, for the South Bishop Improvement Project

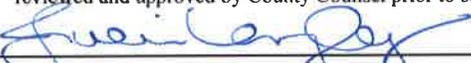
ALTERNATIVES:

The Board could choose not to adopt the plans and specifications, and not to approve the project for advertising for bids and direct staff to find alternatives.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded
County counsel to review and approve contract documents.
Caltrans to reimburse the county for project costs as described below

FINANCING: The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, object code 5729, South Bishop Resurfacing, and object code 5737, Sunland Bike Lanes Project, which is included in the 2014-2015 budget. The costs for the South Bishop Improvement Project will be reimbursed by RIP and Toll Credits (South Bishop Resurfacing) and RIPTE and Toll Credits. These programs and Toll Credit procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with RIP/RIPTE funds.

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>4/10/15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/15/2015</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 4/15/15
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Public Works

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Bishop County Service Building Window Replacement Project

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the plans and specifications for the Inyo County Services Building Window Replacement Project, located in Bishop; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2014-15 Deferred Maintenance Budget, which included funding for the Inyo County Services Building Window Replacement Project, located at 207 W. South Street, Bishop, CA. \$20,300 was identified in the Department requested and CAO recommended 2014-15 Budget for this window replacement project. This work was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and will ultimately be funded from the Environmental Public Benefit Funds grant received from the Great Basin Unified Air Pollution Control District.

The windows in the Inyo County Services Building are very old and energy inefficient aluminum frame, single pane glass type. Replacement of these windows with high thermal efficiency, double paned vinyl framed windows will significantly reduce energy usage for this county building as well as improve comfort levels for the public as well as county employees working at the building.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as these windows need replacement in order to improve this county building's energy usage.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications, and permit and inspection. County Counsel for review of the bid package, contracts and this agenda item. Auditor for the payment of all invoices.

FINANCING:

The funds for this project will be provided through the County's Deferred Maintenance Budget 011501 - Object Code 5191 Maintenance of Structures.

April 21, 2015

Agenda Request Form: Bishop County Services Building Window Replacement Project

Page 2 of 2

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>4/15/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/15/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

4/15/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
 Only:
AGENDA NUMBER
 15

Consent Departmental Correspondence Action

Public Hearing Schedule time for Closed Session Informational

FROM: Road Department

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Approval of Road Cost Accounting Maintenance & Support Services for 2015-16

DEPARTMENTAL RECOMMENDATIONS:

Request approval of the agreement between the County of Inyo and Cascade Software Systems, Inc. (CSS), for the provision of Software Maintenance and Support Services for the Road Department's Cost Accounting Program (CAMS), in an amount not to exceed \$13,089.59 for the period of July 1, 2015 through June 30, 2016 and authorize the chairperson to sign, contingent upon the Board's adoption of the 2015-16 fiscal year budget.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Your Board on March 21, 1995 approved the contract and installation of the Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

ALTERNATIVES:

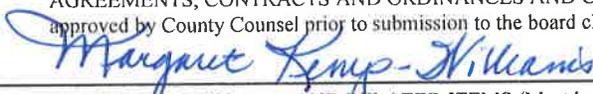
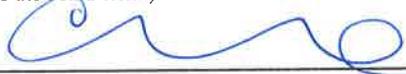
To not approve the contract would cause extreme difficulty in obtaining any technical support for the system. There are no other vendors that have this protected and exclusive program, nor are there any individuals that are not employed by Cascade Software who can provide us with the technical support and upgrades to this specific system.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor's Office, Cascade Software, Inc.

FINANCING:

To be budgeted in the Road Department Budget Unit 034600, object 5265 for Fiscal Year 2015-16

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>4-4-15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/3/2015</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 4/3/15

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Cascade Software Systems, Inc.
P.O. Box 10723
911 Country Club Road, Suite 320
Eugene, OR 97401
(CONTRACTOR)

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 1st day of July, 2015, by and between the County of Inyo, a political subdivision of the State of California, located at Independence, California, (hereinafter referred to as the "COUNTY"), and Cascade Software Systems, Inc., an Oregon corporation, having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon, 97401 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1

DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Inyo County Department of Public Works.

1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the

COUNTY or its personnel.

1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.

1.4 "COUNTY" shall mean the County of Inyo.

1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2

SCOPE OF WORK

2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.). During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS.

CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more than one hour per week.

Section 3

AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

Section 4

PAYMENTS

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on July 1, 2015, a fee for a total of \$ 8,210.49. COUNTY and CONTRACTOR have agreed that the rates to be charged by CONTRACTOR for performing such services are those as set forth in Attachment A hereto. In addition CONTRACTOR will perform all System Updates Installation services for COUNTY in exchange for the fee specified by Attachment B hereto.

4.2 CAMS Systems Services

COUNTY shall pay CONTRACTOR the annual maximum not-to-exceed amount of up to \$ 1,500.00 for all services performed under Subsection 2.3 of this Agreement. Payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System Services invoices shall be reviewed and approved by the designated Project Manager.

4.3 AGREEMENT Total Not To Exceed Amount

The total amount paid to CONTRACTOR shall not exceed:

CAMS Maintenance (4.1)	\$ 8,210.49
CAMS Updates Installation Services (4.1)	\$ 3,379.10
CAMS System Services (4.2)	\$ 1,500.00
CAMS Travel Expenses (4.4)	\$ 0.00
CAMS Administrative Expenses (4.4)	\$ 0.00
Total Not to Exceed Amount	\$13,089.59

4.5 Federal and State Taxes

4.5.1 Except as provided in subparagraph 4.5.2 below, COUNTY will not withhold any federal

or state income taxes or social security from any payments made by COUNTY to CONTRACTOR under the terms and conditions of this Agreement.

4.5.2 COUNTY will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to CONTRACTOR under this Agreement for services rendered by CONTRACTOR inside of California will exceed one thousand four hundred ninety-nine dollars (\$ 1,499.00). Services provided by Contractor outside California will not be subject to California State income tax withholdings.

4.5.3 Except as set forth above, COUNTY has not obligation to withhold any taxes or payments from sums paid by COUNTY to CONTRACTOR under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of CONTRACTOR. COUNTY has no responsibility or liability for payment of CONTRACTOR's taxes or assessments.

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

4.6 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Section 5

PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Inyo County Road Department Fiscal Supervisor as the Project Manager. The Contractor shall appoint Aad F. Alkemade as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the County.

Section 6

TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for one year thereafter. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

6.2 Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other.

Section 7

INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement.

Section 8

INSURANCE

8.1 CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

8.2 Comprehensive General Liability Insurance policy (the "Policy") in the face insurable amount of no less than one million dollars (\$1,000,000.00), covering any and all possible insurable claims which can or may arise from this Agreement, including, but not limited to, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage and similar matters, and may be in the form of a combined single limit policy.

8.3 Workers Compensation insurance in accordance with the State of California Labor Code.

Section 9

SECURITY COMPLIANCE

9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10

ENTIRE AGREEMENT

10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11

ENFORCEMENT

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12

INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

Section 13

WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14

SEVERABILITY

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CONTRACTOR - CASCADE SOFTWARE SYSTEMS, INC. COUNTY OF INYO

By: 
AAD F. ALKEMADE, President

Date: 3/20/2015

By: 

Date: 4/1/15

Taxpayer ID No.: 93-1180136

Memo

To: Shannon Williamson
From: Aad F. Alkemade
CC:
Date: 3/21/2015
Re: CAMS Maintenance Rates for FY 2015-2016

In accordance with the current CAMS Agreement for Maintenance and System Services I hereby submit updated rates for FY 2015-2016:

FY 2014-2015 Maintenance Fee	\$ 6,635.04
FY 2014-2015 New Additions	\$ 200.00
- Shop Inventory Module: \$ 200.00	
Cost of Living Increase: 0.73 %	\$ 48.44
FY 2015-2016 Maintenance Fee	\$ 6,883.48
2015 Upgrade Document	\$ 1,327.01
Total	\$ 8,210.49

The following hourly billing rates will be in effect during FY 2015-2016:

Programming Rate per Hour	\$ 145.00
SQL/DBE Services Rate per Hour	\$ 155.00
Onsite Rate per Hour	\$ 155.00

Rates decrease using sliding scale depending on total number of hours.

Memo

To: Shannon Williamson

From: Aad F. Alkemade

CC:

Date: 3/21/2015

Re: CAMS Installation Services Rates for FY 2015-2016

I hereby submit updated rates the CAMS Installation Services Agreement for FY 2015-2016:

FY 2014-2015 IS Fee	\$ 3,354.61
FY 2014-2015 New Additions	\$ 0.00
Cost of Living & CAMS Growth Increase: 0.73 %	<u>\$ 24.49</u>
FY 2015-2016 IS Fee	\$ 3,379.10



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

16

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **April 21, 2015**

SUBJECT: Approval of the Drug Enforcement Administration (DEA) Domestic Cannabis Eradication/Suppression Grant

DEPARTMENTAL RECOMMENDATION:

Request the Board A) approve the 2015 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the amount of \$5,000; B) authorize Sheriff Lutze to sign the agreement and all necessary documents; C) authorize Alisha McMurtrie, Treasurer/Tax Collector, to sign as the authorized agency representative to enable electronic fund transfer when available; D) contingent upon adoption of the FY15/16 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The US Drug Enforcement is again offering local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. This year's grant award is \$5,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo Narcotic Teams ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation.

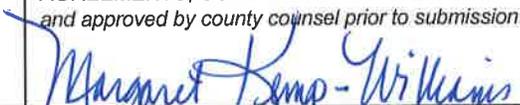
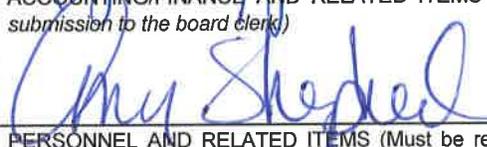
ALTERNATIVES:

Deny the grant and use existing county funds for cannabis enforcement.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The DEA Grant award is \$5,000 of federal funds designed to augment local law enforcement efforts to eradicate/suppress domestic cannabis. The funds will be budgeted in the FY 15/16 Domestic Cannabis Eradication/Suppression Budget Unit # 671507.

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: <input checked="" type="checkbox"/> Date <u>04/02/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>4/8/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



4/9/15

Date:



U. S. Department of Justice
Drug Enforcement Administration

Agreement Number 2015-29

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S OFFICE** hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related

to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to *THE AGENCY* Federal funds in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** for the period of JANUARY 1, 2015, to DECEMBER 31, 2015, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. *THE AGENCY* understands and agrees that Federal funds provided to *THE AGENCY* under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. *THE AGENCY* understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to *THE AGENCY* under this Agreement for activities on Federal land, *THE AGENCY* agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of *THE AGENCY*'s presence on Federal land.

4. The Federal funds provided to *THE AGENCY* are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or

use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund;" *[Agency Initial _____]*

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: State/Local expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the State/Local must request authorization in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87

(Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been superseded at 78 Federal Register 78590-01 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and located in Title 2 of the Code of Federal Regulations. The OMB Circulars streamlined under the new guidance are still available on OMB's Web site at http://www.whitehouse.gov/omb/circulars_default/. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. DOJ Joint Law Enforcement Operations (JLEO) funds have been assigned a Catalog of Federal of Domestic Assistance (CFDA) number 16.111. Please note that this number must be used in all future A-133 audit submissions to report JLEO expenditures. Upon completion of the A-133 audit, the auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2015 through 12/31/2015.

10. *THE AGENCY* acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. *THE AGENCY* understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting *THE AGENCY* to payment by reimbursement on a cash basis. *THE AGENCY* further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting *THE AGENCY* to payment by reimbursement on a cash basis.

11. *THE AGENCY* shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. *THE AGENCY* shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. *THE AGENCY* shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records,

documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event

DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 010706687.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 03/27/2015.

THE INYO COUNTY SHERIFF'S OFFICE

Printed Name & Signature: _____ (Blue Ink Only)

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ (Blue Ink Only)

Special Agent in Charge
San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2015/S1R/OM/8210000/DOM-G2/01IB/DCE/OPS: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i>		OMB APPROVAL NO. 0348-004		PAGE _____ OF _____ PAGES
		1. TYPE OF PAYMENT REQUESTED	a. <input checked="" type="checkbox"/> one or both boxes <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. <input checked="" type="checkbox"/> the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED DRUG ENFORCEMENT ADMINISTRATION		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 2015-29		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST		
		FROM (MM-DD-YYYY) 01/01/2015		TO (MM-DD-YYYY) 12/31/2015
9. RECIPIENT ORGANIZATION Name: Number and Street: City, State and ZIP Code:		10. PAYEE (Where check is to be sent if different than Item 9) Name: Number and Street: City, State and ZIP Code:		

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES	(a)	(b)	(c)	TOTAL
	Original Letter of Agreement			
a. Total program outlays to date (As of date)	\$ 5,000.00			\$ 5,000.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	\$ 5,000.00	0.00	0.00	\$ 5,000.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	\$ 5,000.00	0.00	0.00	\$ 5,000.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e	\$ 5,000.00			\$ 5,000.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	\$ 5,000.00			\$ 5,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month		0.00	
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

13. I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (BLUE INK ONLY)	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER AND EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | <i>Item</i> | <i>Entry</i> | <i>Item</i> | <i>Entry</i> |
|-------------|--|-------------|---|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. | | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. | 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. | 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. | 13 | Complete the certification before submitting this request. |
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
- 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Memorandum



Subject Electronic Funds Transfer (DFN: 601-13)	Date March 25, 2015
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To
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies

From
Don A. Hibbert
Chief, Investigative Support Section
DEA Headquarters

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:

Agency Name on Bank Account: Inyo County Treasury General

Account Number: 2740013710

Name of Bank/Financial Institution: MUFG, Union Bank

Address of Bank/Financial Institution: 445 S. Figueroa St., 8th Flr Los Angeles, Ca. 90071

Telephone Number of Bank/Financial Institution: (800) 798-6466

Contact Person of Bank/Financial Institution: Tito Ibarrola

Bank/Financial Institution ABA Number: 12200496

State-Local Agency Name / LOA Number:

2015-29

Alisha McMurtrie, Treasurer/Tax Collector
Authorized Agency Representative (Name & Title)

(BLUE INK ONLY)

Signature of Authorized Agency Representative

Date



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

tion with a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

LOA Number: 2015-29

EIN:

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

(BLUE INK ONLY)



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; 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 may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

(BLUE INK ONLY)

Signature _____

Date _____

LOA NUMBER - 2015-29



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Renewable Energy Planning Grant Phase IIB (REPG) - evaluation of the Owens Valley Study Area: project update, review Scope of Work, and letters to the Tribes inviting participation.

DEPARTMENTAL RECOMMENDATION:

Request the Board receive a presentation from staff on the status of the REPG, review the Scope of Work; and, review the Draft letter inviting the Tribes to participate in the planning process and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

As part of the Renewable Energy General Plan Amendment (REGPA) process the Owens Valley was separated out from the rest of the Solar Energy Development Areas (SEDAs) and re-designated the Owens Valley Study Area (OVSA) to be evaluated with criteria in addition to what was used in identifying the SEDAs. During this time staff applied for a grant from the California Energy Commission (CEC) to conduct the additional evaluation on the OVSA. The County was awarded this grant in June of 2014. This effort is expected to result in a more in depth analysis of the appropriateness of renewable energy solar development in the Owens Valley.

A Scope of Work (SOW) was prepared for the project (Attachment A). The SOW is focused on geospatial data collection and the use of geospatial data for evaluations. Once the data collection and initial analysis is performed, ground-truthing of the results will be conducted to check the accurateness of the data. Areas of concern will also be identified through a public outreach process and a collaborative effort with local Tribes.

A public outreach component is included in the SOW and a separate Public Outreach Plan has been prepared for this planning effort (Attachment B). Staff will work with local residents, landowners, land managers, environmental groups, and the Tribes to help define and refine important factors for the geospatial dataset. The final datasets will be used as an evaluation tool to identify the appropriateness of renewable energy solar development in the Owens Valley and where appropriate areas may be.

Staff hopes to work closely with the Tribes to develop a better understanding of where important cultural places (artifacts, historic settlement areas and/or landscapes, etc.) are located and add them to the geospatial dataset to the extent possible without violating confidentially issues. A draft letter has been prepared for your Board's review (Attachment C) inviting the Tribes to work with staff in the identification of important cultural places.

ALTERNATIVES:

1. Do NOT receive a presentation from staff on the status of the REPG grant work to evaluate the Owens Valley Study Area.
2. Direct staff to make specific changes to the Scope of Work.

3. Do not review or authorize the Chairperson to sign the draft letter inviting the Tribes to participate in the REGP process.
4. Direct staff to make specific changes to the invitation letter to the Tribes.

OTHER AGENCY INVOLVEMENT:

Public Works Department, County Administrator, Los Angeles Department of Water and Power, and numerous other State and local agencies (e.g., CEC, California Department of Fish and Wildlife, Bureau of Land Management, etc.).

FINANCING:

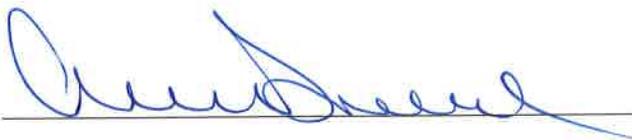
The County's cost to implement the scope of work is being offset by the grant. The Planning Department budget for fiscal year 2014-15 includes \$150,000 in Object Code 5265 (Professional Services) for the consultant and \$150,000 in Revenue Code 4498 (State Grants) to offset this cost.

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: 4/16/2015

- Attachment A: REPG IIB - Scope of Work
- Attachment B: Public Involvement Management Plan
- Attachment C: Letters to the Tribes requesting participation

Attachment A: Scope of Work

HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630
916.365.8700 tel
www.helixepi.com



October 20, 2014

Mr. Joshua Hart, AICP
Planning Director
Inyo County
168 N. Edwards Street
P.O. Drawer L
Independence, CA 93526

Subject: Scope of Work – REN-13-003: Renewable Energy Planning Grant (Phase 2)

Dear Mr. Hart:

HELIX Environmental Planning, Inc. (HELIX) has prepared the following Scope of Work to assist Inyo County (County) with implementation of Phase 2 of the Renewable Energy Planning Grant (project) from the California Energy Commission (CEC). We appreciate the opportunity to provide the County with assistance for this important project and have prepared the Scope of Work in greater detail, but still complementary to, the master grant agreement (REN-13-003) between the County and the CEC. Accordingly, this Scope of Work outlines those efforts to be undertaken by HELIX and our sub-consultant, Susan Carpenter and Associates, in support of the REN-13-003.

Should you have any questions regarding our Scope of Work, please contact Robert Edgerton at 916.365.8713 or via e-mail at robertE@helixepi.com.

Sincerely,

Tamara S. Ching
Vice President

Attachment: REN-13-003

SCOPE OF WORK

HELIX Environmental Planning, Inc. (HELIX) has prepared the following Scope of Work to assist Inyo County (County) with implementation of Phase 2 of the Renewable Energy Planning Grant (project) from the California Energy Commission (CEC). We have prepared the Scope of Work in greater detail, but still complementary to, the master grant agreement (REN-13-003) between the County and the CEC. Accordingly, this Scope of Work outlines those efforts to be undertaken by HELIX and our sub-consultant, Susan Carpenter and Associates, in support of the REN-13-003.

Task 1.1 – Kick-off Meeting

The administrative portion of the meeting is likely to include, but not be limited to, the following:

- Discussion of the terms and conditions of the Agreement
- Discussion of Critical Project Review
- Permit documentation, as needed/identified by the County
- Discussion of subcontracts in place to carry out project

The technical portion of the meeting is likely to include, but not be limited to, the following:

- The CEC's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products
- Discussion of Progress Reports
- Discussion of Technical Products outlined in the Scope of Work
- Discussion of the Final Report

The CEC shall:

- Designate the date and location of the kick-off meeting. Prior to the kick-off meeting, the CEC will provide an agenda to all potential meeting participants.

HELIX shall:

- Staff the kick-off meeting and assume the kick-off meeting will occur either via conference call and/or web-ex or in person in the greater Sacramento area (i.e., CEC offices).

Task 1.2 – Critical Project Review (CPR) Meetings

The goal of this task is to determine whether the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget. CPRs provide the opportunity for frank discussions between the CEC and the County. The CEC may schedule CPRs as necessary, and CPR meeting costs will be borne by the County.

The CEC shall:

- Determine the location, date, and time of each CPR meeting with the County. These meetings generally take place at the CEC, but they may take place at another location.
- Send the County the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on permits.

- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CEC concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Renewables for his or her concurrence.
- Provide the County with a written determination in accordance with the schedule. The written response may include a requirement for the County to revise one or more product(s) that were included in the CPR.

The County shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this Scope of Work. The County shall submit these documents to the CEC Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

HELIX shall:

- Attend the CPR meetings in support of the County via conference call and/or web-ex approximately once per calendar year quarter (i.e., up to four CPR meetings, in total).

Task 1.3 – Final Meeting

The goal of this task is to close out this Agreement.

This meeting will be attended by, at a minimum, the CEC and the County. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CEC. The final meeting must be completed during the closeout of this Agreement.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements.

The administrative portion of the meeting shall be a discussion about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- "Surviving" Agreement provisions
- Final invoicing and release of retention

- Prepare a schedule for completing the closeout activities for this Agreement.

The CEC shall:

- Determine the appropriate meeting participants and schedule the meeting place/time.

The County shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations.

HELIX shall:

- Staff the final meeting. It is assumed that the final meeting will occur either via conference call and/or web-ex or in person in the greater Sacramento area (i.e., CEC offices).

Task 1.4 – Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made toward achieving the objectives of this Agreement on time and within budget. The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The County shall:

- Prepare a Monthly Progress Report that summarizes all Agreement activities conducted by the County for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CEC within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

HELIX shall:

- Prepare brief monthly progress reports in the form of a cover memo appended to monthly invoices. HELIX will use a technical memo format for the monthly progress report unless the County provides a template progress report format prior to the transmission of the first invoice.

Task 1.5 – Final Report

The goal of the Final Report is to assess the project's success in achieving its goals and objectives (as described in the County's Scope of Work) and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, and results; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes. The Final Report shall be a public document.

The County shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the Final Report guidelines that will be provided by the CEC. The CEC shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.
- Be responsible for Task 1.5 execution; no role is identified for HELIX.

Task 1.6 – Identify and Obtain Required Permits

The County shall:

- Be responsible for Task 1.6 execution; no role is identified for HELIX.

Task 1.7 – Obtain and Execute Subcontracts

The County shall:

- Be responsible for Task 1.7 execution; no role is identified for HELIX.

HELIX cost estimate for Task 1: \$10,000

TASK 2 – GEOSPATIAL DATA GATHERING

The goal of this task is to tier from the Desert Renewable Energy Conservation Plan (DRECP) Databasin geographic information system (GIS) and fill in data gaps between the DRECP boundary and the proposed Solar Energy Development Areas (SEDA), or other appropriately selected areas, within the Owens Valley and Owens Lake areas of the County.

HELIX shall:

- Obtain the latest true-color digital ortho-rectified aerial imagery available from National Agriculture Imagery Program (NAIP) for Inyo County and employ heads-up data digitization within the data gap areas between the DRECP Databasin boundary and the Owens Valley Study Area (OVSA) or other appropriately selected areas. We will tier from and be complementary to the DRECP Databasin GIS effort that utilized the 2012 NAIP imagery (1-meter resolution) to conduct an identical heads-up digitizing effort. Preliminary measurements indicate that the proposed overlay corridors will result in an additional 185,000 acres being considered in the OVSA.
- Utilizing existing DRECP geospatial data from the Databasin, combined with newly created GIS data layers where DRECP coverage is not available in Inyo County, we will provide detailed

mapping for the OVSA and associated transmission corridors. The data to be mapped and GIS shapefiles to be created will include biological resources, cultural resources, visual resources, and land use. The mapping will be similar to the level of mapping conducted for the DRECP Databasin so that the County may adequately inform its citizens of the baseline environmental conditions as well as adequately plan for SEDA development.

- Botanists and planners experienced with aerial photograph interpretation and vegetation signatures of the ecoregion will map land cover types on screen using ESRI ArcGIS™ 10.x software. Lines will be drawn to delineate polygons following visible differences in color tone and texture on the photographs. Polygons will be delineated at a scale of 1:2,500–1:5,000 (approximately 1 inch = 200–400 feet). Riparian areas and wetlands in some cases may be digitized at larger scales. Minimum polygon size (i.e., the minimum mapping unit) will generally be 5 acres (2 hectares) for agricultural habitat types and developed areas, 0.25 acre (0.1 hectare) for seasonal wetlands, and 0.5 acre (0.2 hectare) for other sensitive habitat types. Representative polygons will then be field checked to ensure accuracy of the digitizing and photo-interpretation effort. Portions of some polygons will not be checked due to access constraints on private property. In these areas, the most current aerial photo from Google Earth (2013) will be used to verify the land cover type.
- Biological resources will be digitized at the community level. Based on this initial mapping effort, future modeling and merging of datasets may be conducted to determine species level data for “take” purposes, again tiering from the DRECP conservation efforts.
- Action will be initiated through development of a data needs and preliminary data compilation memorandum to document available datasets in the OVSA pertinent to the effort. The memo will be used to guide data collection priorities and GIS database construction. Data collected will be shared with CEC and other public entities as needed.
- A cultural resources specialist will attend field meetings with invited tribal governments/individuals to assist in identifying and/or mapping sensitive cultural resource concerns (i.e., cultural landscapes).

HELIX Products: Data Needs and Preliminary Data Compilation Memorandum; Final GIS shapefiles of biological resources, cultural resources, visual resources, and land use in the OVSA and Owens Lake SEDA.

HELIX cost estimate for Task 2: \$135,000

TASK 3 – STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION

The goal of this task is to further inform County residents and landowners as to the REGPA process and educate constituents as to renewable energy technologies and potential development within the OVSA and Owens Lake SEDA. Additionally, the County, with support from HELIX, will undertake proactive consultation with select public agencies and tribal governments, especially the City of Los Angeles Department of Water and Power (LADWP) and local tribes, to foster better relations between these entities and to share information regarding environmental conditions in the action area. Consultation will be an iterative process that provides information received through face-to-face workshops in the field and local communities.

HELIX shall:

- In coordination with the County, conduct a focused tribal outreach program for the OVSA and select SEDAs and associated transmission corridors resulting in the creation of new geospatial dataset(s) to define the cultural resources sensitivity of these areas (most likely at the landscape level). HELIX shall develop a Draft and Final Stakeholder Workshop and Public Agency/Tribal Consultation Management Plan outlining the goals, objectives, and approach to implementing Task 2. HELIX shall coordinate with the County to develop a list of Stakeholder contacts for preliminary outreach (i.e., to gauge interest from select groups/individuals to determine willingness to participate in the program).
- Hold a series of approximately 10 stakeholder workshops (including tribal outreach field trips to select SEDAs and/or the OVSA to discuss and delineate tribal concerns at the landscape level) aimed at informing local residents and landowners as to renewable energy technologies. Workshops will be led by HELIX and our sub-consultant, Susan Carpenter and Associates, and include a presentation as to the transmission line/corridors siting process, distributed generation (local and community level), and environmental compliance (CEQA/regulatory permitting) processes. All stakeholders will be invited and welcome to participate in the iterative process. This effort will largely be dictated by the type and amount of cultural information provided by the tribes during consultation. Other HELIX attendees include our cultural resources specialist for meetings with tribal governments/individuals. HELIX's landscape architect and/or a visual resources specialist will attend one set of meetings to assist with visual resources assessment.
- Support the County's effort to coordinate with LADWP (as well as other public agencies such as the Bureau of Land Management and U.S. Forest Service). The County believes that greater engagement with LADWP is needed in order to facilitate the sharing of pertinent information and to ensure renewable energy planning efforts are undertaken proactively.
- Staff two public meetings with County Planning Commission and Board of Supervisors to seek guidance from the governing bodies regarding data collected and potential approval for select agenda items regarding renewable energy planning and policy development.

Assumptions: The 10 stakeholder workshops shall be grouped in a series of two workshops per visit (five visits total), including the County Planning Commission and Board of Supervisors meetings. HELIX assumes that for each of the five visits, the first workshop will take place in the late afternoon/early evening and the second workshop will occur the following morning. The HELIX Project Manager and Susan Carpenter shall facilitate the meetings; HELIX shall coordinate with the County prior to each visit to develop workshop agenda, outreach materials, data collection techniques and presentation of results.

HELIX Products:

- Stakeholder workshop and public agency/tribal consultation management plan
- Workshop meeting materials (i.e., posters, handouts, GIS shapefile print outs, web-based information, etc.)
- Hold 10 stakeholder workshops (grouped in a series of two workshops per visit) and/or tribal consultation field meetings at select SEDAs to inform constituents, seek feedback, and share information amassed from previous workshops and/or the GIS data collection component.

- Public Meetings – Notices, Agenda, Presentation Materials

HELIX cost estimate for Task 3: \$150,000

TASK 4 – FINAL REPORTING

The goal of this task is to prepare final reports associated with both Tasks 2 and 3.

HELIX shall:

- Prepare an electronic draft final report presenting the results of the data collection exercise and GIS database construction (i.e., shapefiles) as outlined in Task 2. The draft final report and shapefiles will be circulated to the County for review and comment. HELIX will revise the draft/shapefiles one time and transmit electronically to the CEC for review. HELIX will revise the draft final report and shapefiles to a final version based upon a single set of written comments from CEC staff.
- Prepare an electronic draft final report summarizing the results of the stakeholder workshops and public agency/tribal governmental consultation effort outlined in Task 3. The draft final report will be circulated to the County for review and comment. HELIX will revise the report one time and transmit electronically to the CEC for review. HELIX will revise the draft final report to a final version based upon a single set of written comments from CEC staff.

HELIX Products:

- Draft final and final GIS data collection (shapefiles)
- Draft final and final stakeholder workshop and public agency/tribal consultation effort report

HELIX cost estimate for Task 4: \$25,000

Summary of Tasks and Associated Fee

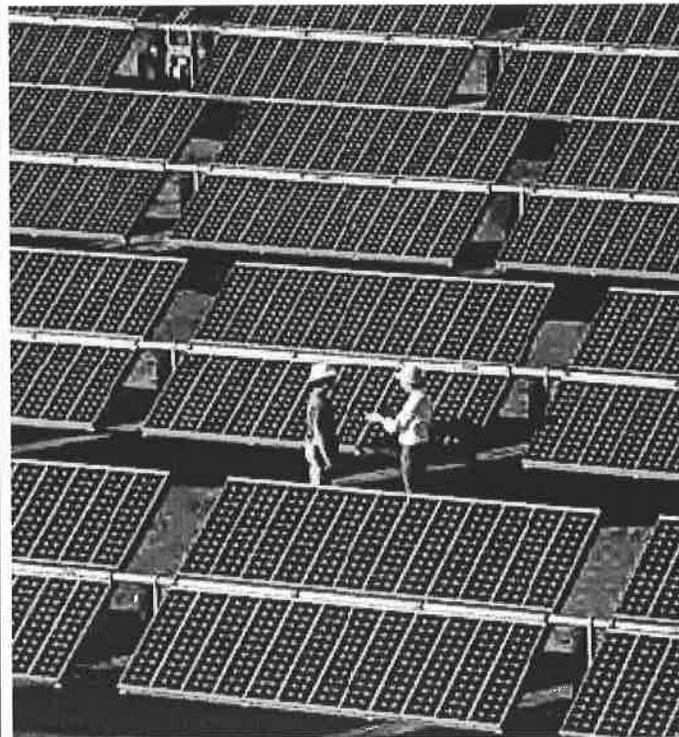
Task	Associated Fee
Task 1 – Administration	\$10,000
Task 2 – Geospatial Data Gathering	\$135,000
Task 3 – Stakeholder Workshops and Public Agency/Tribal Consultation	\$150,000
Task 4 – Final Reporting	\$25,000
Total all Tasks	\$320,000

Attachment B: Public Involvement Management Plan

Inyo County Renewable Energy Planning Grant (Phase II)

Public Involvement Management Plan

April 2015



Prepared for:
Inyo County Planning Department
168 N. Edwards Street
Independence, CA 93526

Prepared by:
HELIX Environmental Planning, Inc. and Susan Carpenter & Associates
11 Natoma Street, Suite 155
Folsom, CA 95630

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1.0 Background

Renewable energy potential is very high in Inyo County (County), and in particular, the solar energy resource is among the best in the world. Renewable energy can provide relatively high-paying jobs to diversify the County's economy and provide other community benefits. On the other hand, renewable energy can potentially impact environmental, social, cultural, visual and economic resources. The County is working to provide assurances to the community and guidance to other agencies and developers about where it might be and not be appropriate to consider such projects.

1.1 Purpose

The County wishes to hold a series of approximately 10 stakeholder workshops to inform Inyo residents, including tribal members, Los Angeles Department of Water and Power (LADWP), and residents about solar energy technologies primarily as to how the technologies would affect the Owens Lake and Owens Valley Study Area (OVSA). The workshops will also provide an opportunity for workshop participants to ask questions and comment on how the renewable energy technologies may affect them in an iterative process in conjunction with other data being gathered by HELIX Environmental Planning (HELIX) in Task 2. The intent of the workshops is to build general stakeholder consensus regarding renewable energy development within the OVSA and Owens Lake and possible direction for implementation

1.2 Public Involvement Management Plan Overview

The Inyo County OVSA Public Involvement workshops will include three rounds of facilitated meetings in three separate locations in the Inyo County to be determined by the County. Each workshop will provide participants with information about current solar technologies and engage participants in a discussion regarding their interests and concerns. The workshops will include tribal outreach field trips to select solar energy development areas (SEDA) and/or the OVSA to discuss and delineate tribal concerns at the landscape level or more specific.

2.0 Sequence of Activities

2.1 Identification of Key Stakeholders and Participants

HELIX Environmental Planning, Susan Carpenter & Associates, and the County (collectively referred to as “the team”) will identify key stakeholder groups and their individual representatives. The team will determine general concerns regarding solar development in the areas to be addressed in Inyo County as well as identify particular concerns associated with individual stakeholder groups so these concerns can be addressed in the initial round of public workshops.

Estimated timeframe for Task 2.1 is April 2015.

2.2 Initial Round of Public Workshops

The team will incorporate an understanding of the general and specific concerns of stakeholder groups in the OVSA area as the basis for creating both the presentation and discussion components of the workshops. HELIX will prepare draft agendas and seek feedback on agendas from the County and key stakeholders. HELIX will prepare general presentations about the history and purpose of the work; solar energy technologies including information about transmission line/corridors siting process, Community Scale (local and community level) and utility-scale development, and environmental compliance (CEQA/NEPA, etc. regulatory permitting) processes; data gathering pursuant to Task 2, and; potential outcomes.

The team will identify locations for the initial round of public workshops including field trips. The County will establish dates and facilities for the workshops and prepare/issue invitations to stakeholder groups and general public. The estimated timeframe for Task 2.2 is late May to early June 2015.

2.3 Conduct Initial Round of Public Workshops

Workshops will be conducted in approximately 3 different locations within the OVSA area. HELIX will provide a general presentation about solar energy technologies along with a discussion/comment period tailored to address questions and concerns of the workshop participants. HELIX will capture participant comments at each workshop. The estimated timeframe for Task 2.3 is late May to early June 2015.

2.4 Prepare Follow-up Round of Public Workshops

The team will review comments captured in the Initial Round workshops. Based on Initial Round comments, a follow-up round of workshops will be planned to address these *additional* questions and concerns, updates regarding the data gathering effort pursuant to Task 2, and

potential policy direction based on input during the first round of workshops. HELIX will prepare draft agendas and seek feedback on agendas from the County and key stakeholders. The team will prepare additional presentations about solar energy technologies as requested by the public. The County will identify locations for Follow-up Round of workshops including field trips. The County will secure dates and facilities for workshops and prepare/issue invitations to stakeholder groups and general public.

The estimated timeframe for Task 2.4 is July 2015

2.5 Conduct Follow-up Round of Public Workshops

Follow-up Round workshops will be conducted at 3 sites. Follow-up Round workshops will provide additional information about solar energy technologies in response to comments raised by workshop participants in the Initial Round workshops. HELIX will capture comments from workshop participants regarding the technologies and their applications.

The estimated timeframe for Task 2.5 is August/September 2015.

2.6 Prepare Final Round of Public Workshops

Participant comments from the Follow-up Round workshops will be reviewed by the team and will provide the basis of developing the agendas for the Final Round workshops. HELIX will prepare draft agendas and seek feedback on agendas from the County and key stakeholders. The team will prepare additional presentations about solar energy technologies as requested by the public, updates regarding the data gathering being undertaken in Task 2, and preliminary final work products (including any policy direction) to solicit feedback. The County will identify locations for Final Round workshops. The County will secure dates and facilities for Final Round workshops and prepare/issue invitations to stakeholder groups and general public.

The estimated timeframe for Task 2.6 is October 2015.

2.7 Conduct Final Round of Public Workshops

Final Round workshops will be conducted again in 3 sites. Each Final Round workshop will provide additional information as requested by workshop participants to further refine their understanding of solar energy technologies as they may apply to selected areas of the OVSA.

Comments regarding the technologies and their applications will again be sought and discussed. HELIX will capture participant comments at each workshop.

The estimated timeframe for Task 2.7 is November/December 2015.

2.8 Prepare Final Report of Public Workshops

A final report will be compiled by HELIX. The report will include the solar technology information provided during each round of public workshops, a summary of comments raised by workshop participants and potentially direction to implement any consensus, along with a list of who was invited and who participated.

The estimated timeframe for Task 2.8 is January 2016.

2.9 Submit Final Report of Public Workshops

The Final Report will be submitted to the Inyo County Planning Commission and the Board of Supervisors.

The estimated timeframe for Task 2.9 is February 2016.

3.0 Summary Table

**Proposed Inyo County Renewable Energy Planning Grant (Phase II)
Public Involvement Management Plan
Schedule and Tasks**

Time 2015-2016	Tasks	Description
April 2015	Identify Stakeholders Plan Initial Round of Public Workshops	<ul style="list-style-type: none"> - Work with the County to identify key stakeholders who have an interest in solar development in the focus areas and their contact information - Get briefed on concerns County and stakeholders have expressed regarding solar development - Develop substantive presentation for the workshops - Select locations for Initial Round of the public workshops - Determine dates and venues for the workshops - Prepare and send invitations to groups and the public
May/June 2015	Conduct Initial Round of Public Workshops	<ul style="list-style-type: none"> - Public workshops will be facilitated so that technical information can be conveyed to the public and the public will have an opportunity to discuss their reactions and concerns. - Public comments will be captured.
July 2015	Plan Follow-up Round of Public Workshops	<ul style="list-style-type: none"> - Public comments will be reviewed and provide the basis for planning Follow-up Round of workshops - Develop substantive presentation for Follow-up Round of workshops - Select locations for Follow-up Round of public workshops - Determine dates and venues for the workshops - Prepare and send invitations to groups and the public
August/ September 2015	Conduct Follow-up Round of Public Workshops	<ul style="list-style-type: none"> - Public workshops will be facilitated so that additional technical information can be conveyed to the public and the public will have

		<p>an opportunity to discuss their reactions and concerns.</p> <ul style="list-style-type: none"> - Public comments will again be captured.
October 2015	Plan Final Round of Public Workshops	<ul style="list-style-type: none"> - Public comments will again be review and provide the basis for planning Final Round of workshops - Develop substantive presentation for Final Round of workshops - Select locations for Final Round of public workshops - Determine dates and venues for the workshops - Prepare and send invitations to groups and the public
November/December 2015	Final Round of Public Workshops	<ul style="list-style-type: none"> - Public workshops will be facilitated so that any additional technical information requested will be conveyed to the public and the public will have an opportunity to discuss their reactions and concerns. - Public comments will again be captured.
January 2016	Prepare Final Report	The final report will include the solar technology information provided during each round of public meetings, a summary of comments raised by workshop participants, along with a list of who was invited and who participated.
February 2016	Submit Report to the County	A final report will be presented to the County Planning Commission and the Board of Supervisors

Attachment C: Invitation Letter to Tribes



BOARD OF SUPERVISORS COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

April 21, 2015

Genevieve Jones, Chairperson
Big Pine Paiute Tribe of the Owens Valley
PO Box 700
Big Pine, CA 93513

RE: Inyo County Renewable Energy Planning Grant, an evaluation of the Owens Valley Study Area

Ms. Jones:

On behalf of the Inyo County Board of Supervisors, I would like to invite the Big Pine Paiute Tribe of the Owens Valley to participate in the Owens Valley Study Area renewable energy solar development evaluation and planning process. The Owens Valley was removed as a Solar Energy Development Area during the County's Renewable Energy General Plan Amendment planning process and redesignated the Owens Valley Study Area to be analyzed further and at a finer scale for the appropriateness of solar energy development.

The County would like to work with the Big Pine Paiute Tribe of the Owens Valley and the other Tribes with ancestral land in the Owens Valley to identify specific locations of cultural significance. These locations can be kept in confidence and used only to exclude areas without publically identifying locations considered sensitive. The County cannot do this work without the help of the Tribes and it is an important component of this planning effort as we wish to identify areas to avoid based on the best available information.

Please let us know at your soonest convenience if you can participate in this important planning effort.

Sincerely,

Matt Kingsley
Chairperson, Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Water Department

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Briefing on drought conditions and LADWP Annual Operations Plan

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board (1) receive a briefing Statewide and local drought conditions, and (2) review and possibly provide direction concerning the LADWP Proposed Annual Operations Plan.

SUMMARY DISCUSSION:

The Water Department has prepared a short informational presentation related to statewide drought conditions; runoff and water management operations in Owens Valley; and present snowpack and precipitation conditions in the Owens watershed. Attached are slides from the presentation with speaker's notes.

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20th of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1st. ... The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

As of the time of the preparation of this agenda request (Wednesday, April 15), we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board and Water Commission when we receive it.

FINANCING:

N/A

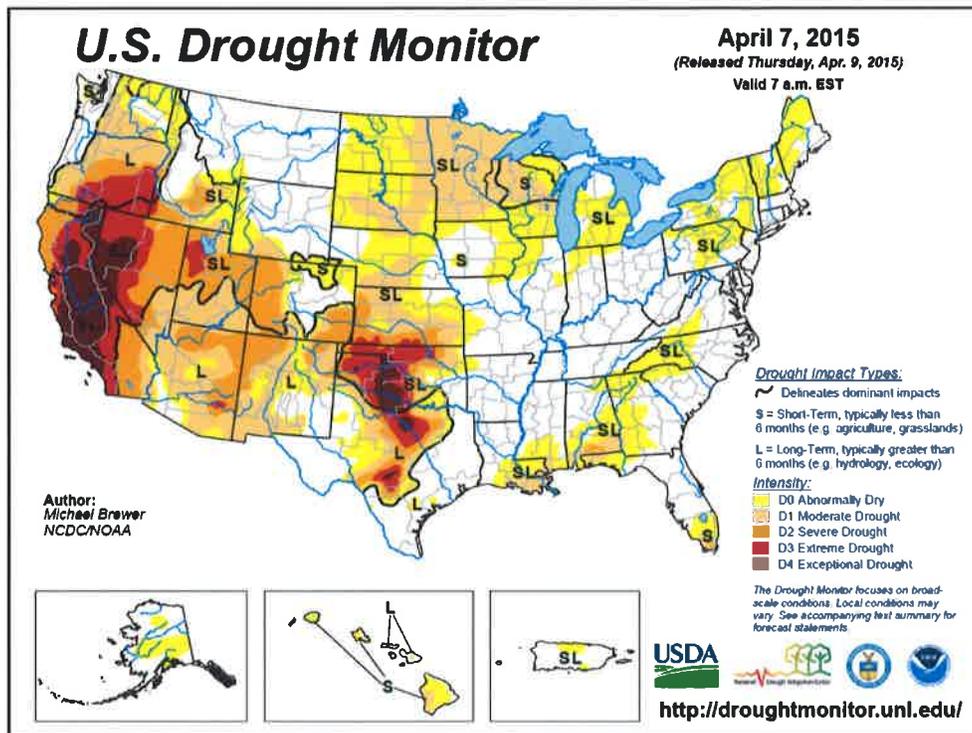
APPROVALS

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

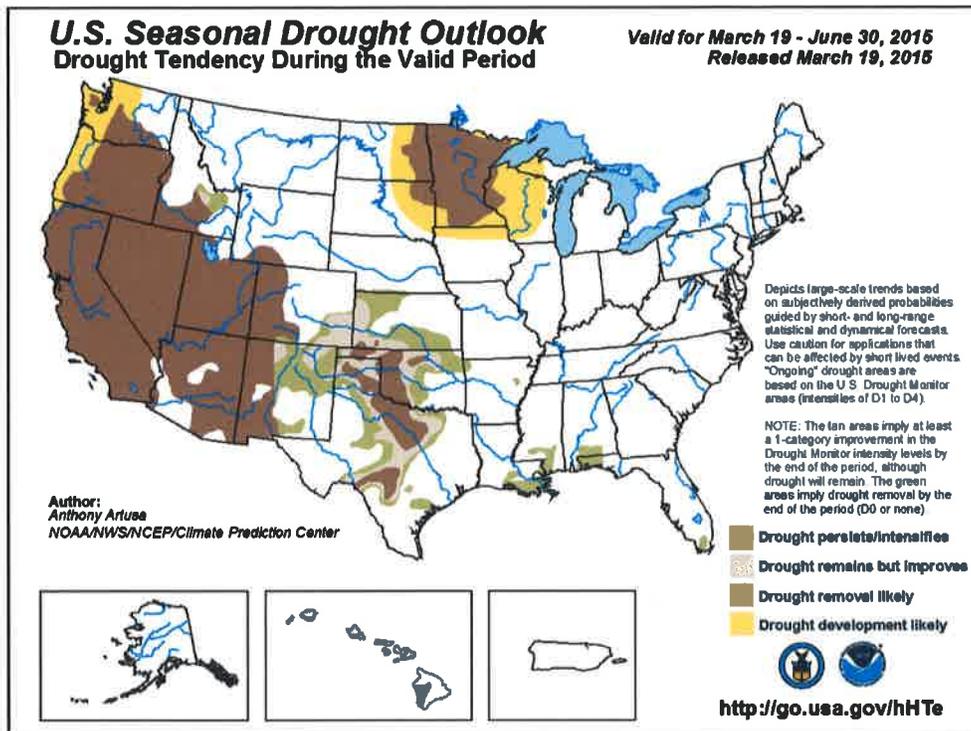
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



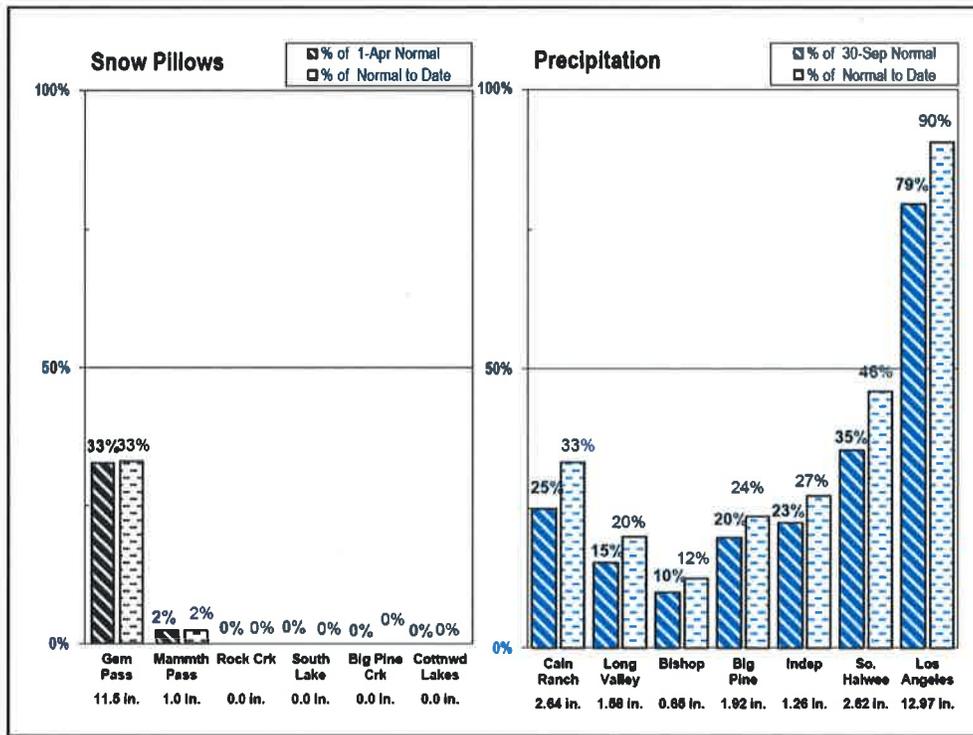
Date: 4/14/2015



This map shows current drought conditions throughout the US. It's produced by the USDA and their partners. It's based on hydrology (e.g., stream flow and reservoir storage), climatology (e.g., rainfall), and soil water conditions. The darker the color, the worse the drought, and as you can see, the most prominent feature on the map is California, which is mostly in Extreme or Exceptional drought. We last looked at this map in January, since then it has worsened.



This is a map forecasting drought tendencies for the next few months. It's based on current drought conditions seen in the previous slide and expectations for future precipitation and streamflow. When we looked at this map in January, it showed an expectation that drought conditions would somewhat relax over during January - April. That expectation was not met, and now the expectation for the next few months is for the drought to persist or intensify.



This is from LADWP's web site. On the left are measurements from snow pillows throughout the Owens watershed, with the dark bar being the percent of April 1 normal, and the lighter bar being the percent of normal for the date of the measurement. Since these data were measured March 30, the percent-to-date and percent-of-April 1 are essentially the same. For the most part, there's now snow left.

On the right is precipitation as measured at a number of LADWP rain gauges, showing a similar story to the snow pillows – precipitation well below normal for this date, with Bishop being the furthest below normal.

**2015 EASTERN SIERRA
RUNOFF FORECAST
April 1, 2018**

APRIL THROUGH SEPTEMBER RUNOFF

	MOST PROBABLE VALUE		REASONABLE MAXIMUM	REASONABLE MINIMUM	LONG-TERM MEAN
	(Acres-feet)	(% of Avg.)	(% of Avg.)	(% of Avg.)	(1961 - 2010) (Acres-feet)
MONO BASIN:	20,300	20%	32%	7%	100,822
OWENS RIVER BASIN:	78,000	28%	38%	12%	300,903

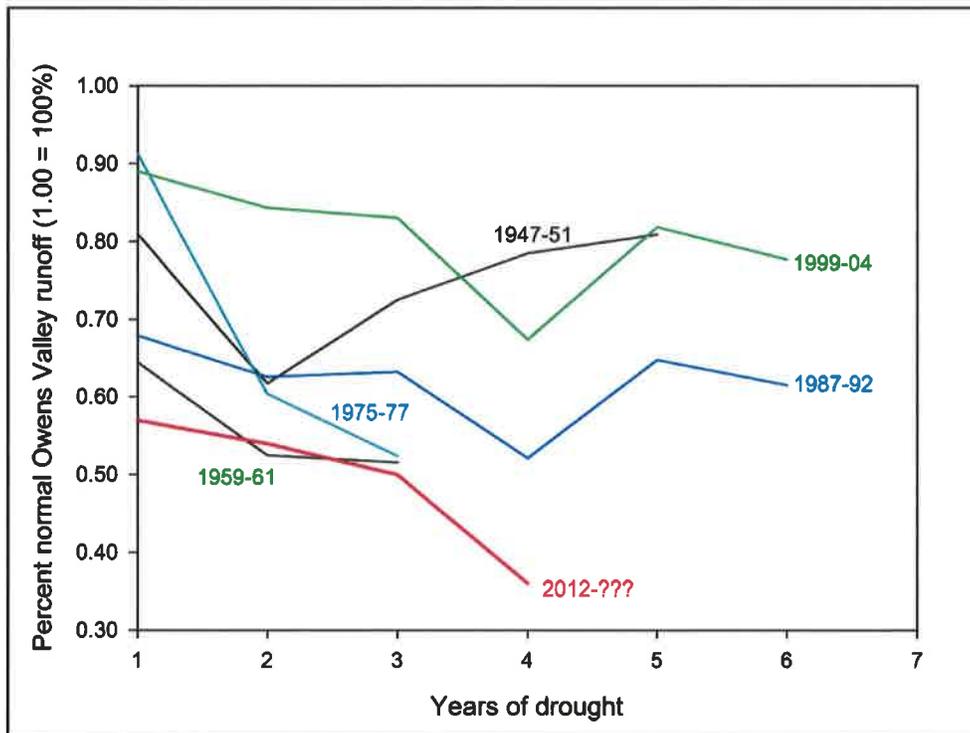
APRIL THROUGH MARCH RUNOFF

	MOST PROBABLE VALUE		REASONABLE MAXIMUM	REASONABLE MINIMUM	LONG-TERM MEAN
	(Acres-feet)	(% of Avg.)	(% of Avg.)	(% of Avg.)	(1961 - 2010) (Acres-feet)
MONO BASIN:	30,400	28%	38%	12%	122,333
OWENS RIVER BASIN:	148,900	36%	49%	24%	412,284

NOTE - Owens River Basin includes Long, Round and Owens Valleys (not incl Lake Arrow)

MOST PROBABLE - That runoff which is expected if mean precipitation occurs after the forecast date
 REASONABLE MAXIMUM - That runoff which is expected to occur if precipitation subsequent to the forecast is equal to the amount which is exceeded on the average once in 10 years
 REASONABLE MINIMUM - That runoff which is expected to occur if precipitation subsequent to the forecast is equal to the amount which is exceeded on the average 9 out of 10 years.

This is LADWP's April 1 runoff forecast. It's based on snowpack measurements, precipitation measurements, and stream flows. Circled in red is the forecast of 36% of normal for the next 12 months for the Owens River watershed. This would be the lowest runoff in the record beginning in 1935. The previous record low was 50% of normal, which occurred last year. Other forecasting models that we use – for predicting water table change, LADWP's operational models – won't be very reliable because those models rely on observations of past conditions and how the system responded. With the runoff forecast being so far outside our range of previous experience, those models may not be very reliable.



How bad is this drought compared to other droughts? This shows other droughts in Owens Valley that have occurred since 1935 in terms of percent of normal runoff. The current drought, shown in red, is clearly exceptional. 2012-2014 were the three driest consecutive years in the record, and the 2015 runoff year is forecast to be far drier than anything in the record. The drought has been in the news a lot over the past several years, rightly so because we've been in a severe drought, but perhaps people have become inured to the message and this seems like more of the same. It's not more of the same – a 36% of normal runoff year is off-the-charts in terms of drought severity, even compared to last year, which was itself the lowest runoff on record since 1935.



It snowed week before last. This is from DWR's web page. It's a measurement of the snowpack at South Lake in terms of snow water equivalent – that's the amount of water you would have if you melted the snowpack in inches of water depth. It peaked in early March at 6.08 inches of water, melted off quickly so that by April 1 the site had no snow. Our April 7 snow storm is represented here, circled in red, with about 0.30 inches of water. Every little bit helps, but I wouldn't call it a reprieve from the drought.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Equipping of Sheriff's Patrol Units

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Black Point LLC of Big Pine as the low bidder for the safety and communications equipping of three (3) 2015 Ford Explorer Interceptor patrol vehicles in the amount of \$25,202.35.

SUMMARY DISCUSSION: Motor Pool sought bids for the service of equipping these units from several vendors: Woodcrest Vehicles Inc, of Riverside, Nielsen's Equipment Maintenance of Mammoth Lakes, 10-8 Retrofit Inc of Ontario, West Coast Light and Siren of Riverside and Black Point LLC of Big Pine. Black Point LLC submitted the lowest bid. This expense is necessary to equip the Sheriff's three (3) 2015 patrol units that were purchased this fiscal year and must be equipped with "next generation" safety and communications equipment.

The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$450,000 for the purchase and equipping of vehicles in Fiscal Year 2014-2015. The bids received for these purchases totals \$25,205.35. To date recommended purchases and equipping for the Fiscal Year 2014-2015 total \$261,213.73.

Bid Summary table with columns for vendor, amount, and bid status.

Inyo County Ordinance Code Chapter 6.06 provides for local and small business preferences. When adjusted to account for those preferences, Black Point LLC remains the lowest responsible bidder.

Note: Woodcrest Vehicles has objected to awarding the bid to Black Point on the grounds that Black Point is not entitled to the local preference. Black Point has their main facility in Gardnerville Nevada, however, the owner lives in Big Pine and conducts some business from his Big Pine location. Therefore, staff has determined that Black Point qualifies as a local business. Additionally, as shown on the attached spreadsheet, when transportation costs are factored in to the bids Black Point would still qualify as low bidder without the preference.

ALTERNATIVES: Motor Pool is recommending awarding the equipping of the Sheriff Patrol units to Black Point LLC of Big Pine, California. Your Board could choose not to award this bid. It is not Staff's recommendation due to the fact that these vehicles must be equipped with the proper safety and communications equipment.

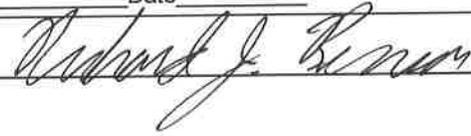
OTHER AGENCY INVOLVEMENT: Inyo County Sheriff's Department

FINANCING: The recommended purchase was included in the Fiscal Year 2014-2015 Motor Pool Budget 200100, Object Code 5655.

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: <u>yes</u> Date <u>4/10/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved : _____ Date _____

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



Date: 4/15/15

**Bid Comparisons - Safety & Communications Equipping of three Ford Explorers
 Bid Number SO 3015**

Bidder Name	Nominal Bid Amount	Preference Reduction	Additional Costs	Comparison Amount
Woodcrest Vehicles	\$ 26,307.00	\$ (1,315.35)	\$ 1,050.00	* \$ 26,041.65
Nielsen Equipment	\$ 31,445.40	\$ (2,515.63)	\$ -	\$ 28,929.77
Black Point Corp	\$ 25,202.33	\$ (2,016.19)	\$ -	\$ 23,186.14
West Coast Light & Siren				NO RESPONSE
10-8 Retrofit, Inc.				NO RESPONSE

* Nominal Bid does not include transportation costs to & from Riverside of \$1,050.



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: Recycling and Integrated Waste Management

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Request for Landfill Fee Waiver

DEPARTMENTAL RECOMMENDATION: Recommend denial of request for waiver of County landfill fees and direct staff regarding possible changes in hauling rates for nonprofit events.

SUMMARY DISCUSSION: The County has received the attached correspondence from The Laws Railroad Museum & Historical Site requesting a waiver of County fees for the disposal of waste generated at the organization's swap meets. It is recommended that your Board deny the request.

As your Board is aware, funding for the operation of the landfills and all waste disposal activities are provided by the waste management enterprise fund budget unit. As an enterprise fund, these operations are intended to be self-sustaining; supported by revenues generated by the users of the facilities. Currently, the County General Fund is augmenting the waste management budget with a significant subsidy. If any one user is allowed to avoid their proportionate share of the costs, it falls on all other users and the General Fund to make up the difference.

The Laws Museum is an important community asset and your Board recognizes this value by making a significant contribution to the Museum's operations. There are many other fine organizations throughout Inyo County and most of them also conduct fundraising events. It has not been the policy of your Board to waive these fees for any organization. Doing so would cause a reduction in revenue to the already stressed waste management system. It would also put the County in the position to determine which organizations, under which circumstances, qualify for the waiver. Currently, no such criteria is included in the ordinance. In researching the history, the only waivers granted were for those organizations conducting a community cleanup type event performing the service to the community of getting waste disposed of properly.

This request does offer an opportunity for your Board to consider changes in the regulations governing waste haulers as they relate to nonprofit organizations. Unless specifically authorized by your Board the haulers must charge the published rates for events of this nature. Your Board may wish to consider amending the regulations to allow haulers to voluntarily collect and transport waste generated at a community event at a reduced rate or at no charge. This would give the hauling companies discretion regarding these charges as part of the companies' involvement with the community. If your Board desires to consider possibly changing the hauler's allowable rate for nonprofit events it would be appropriate to direct staff to meet with the haulers and bring a proposed change to your Board the future.

ALTERNATIVES: Although it is not specifically permitted in the ordinance, your Board may waive or reduce the fee for the Laws Museum. Other similar requests should then be expected and the ordinance should be reviewed to establish criteria for waivers.

OTHER AGENCY INVOLVEMENT: None

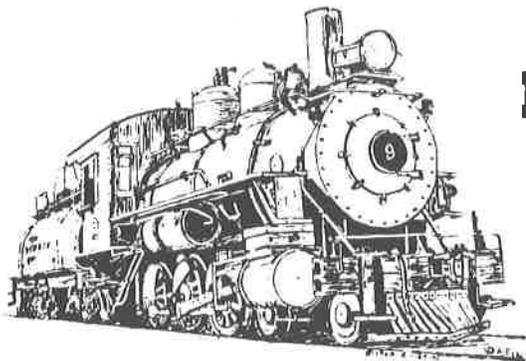
FINANCING: The Department recommendation has no cost implications. If the fee is waived, it will result in reduced revenues to the enterprise fund.

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: Richard J. Benson Date: 4/14/15

(Not to be signed until all approvals are received)



LAWS RAILROAD MUSEUM & HISTORICAL SITE

OPERATED BY THE ...

BISHOP MUSEUM & HISTORICAL SOCIETY
P. O. BOX 363, BISHOP, CALIFORNIA 93515
TELEPHONE (760) 873-5950

March 30, 2015

Dear Inyo County Board of Supervisors,

I am writing this letter as the Chairperson of the Choo-Choo Swap Meet for the Laws Railroad Museum. I would like to request a waiver for roll-off dump fees for the May 2015 and October 2015 Swap Meets. The Choo-Choo Swap meet is our major fundraiser that is key to keeping the museum open to visitors.

For our 2014 events we were billed \$1220.80 in county dump fees. Since the Laws Museum is a non-profit organization that is partially funded by the County of Inyo it seems that charging our organization these types of fees is counter-productive. We hope that you are able to help us out with this expense so that our fundraising efforts truly benefit the Museum and its operation.

If you have any questions, please feel free to contact me at 760-873-4447.

Sincerely,

Carol Symons
Chairperson, Choo-Choo Swap Meet
Laws Railroad Museum Board of Directors

RECEIVED
2015 APR -6 AM 8:28
INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERVISORS



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 21, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	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: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 21, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	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: _____



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 21, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 21, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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)

(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
25

- 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: April 21, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Special Meetings of March 24, 2015. .

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
26

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Proposed Agreements with Enterprise Fleet Management

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the attached agreements with Enterprise Fleet Management:

- Master Equity Lease Agreement,
- Amendment to Master Equity Lease Agreement,
- Self-Insurance Addendum to Master Lease
- Maintenance Agreement,
- Amendment to Maintenance Agreement,
- Maintenance Management and Fleet Rental Agreement,
- Addendum to Maintenance Management and Fleet Rental Agreement,
- Consignment Auction Agreement,
- Indemnity Agreement.

Request your Board approve the OFFICER CERTIFICATE and thereby authorize the County Administrator to sign as the duly appointed officer for the County or his designee as identified therein.

SUMMARY DISCUSSION:

In March 2014 a Request for Proposal was issued by County staff seeking plans from responsible organizations to provide the County with vehicle leasing and maintenance services. The proposal submitted by Enterprise Fleet Management provided a comprehensive response to the County's RFP. The company has demonstrated an understanding of the County's needs and has the ability to provide the requested services. Numerous other governmental entities have contracted with Enterprise in California and throughout the country. The attached Master Agreements are used by Enterprise nationwide. Consequently, the amendments attached hereto were specifically negotiated to the requirements of Inyo County.

On January 13, 2015 a presentation to your Board was delivered highlighting the current status of the County's motor pool operations and describing the Enterprise Fleet Management proposal.

Per the terms of the proposed agreements, Enterprise will acquire vehicles as specified by the County, provide for all licensing and documentation and maintain vehicles. At the end of the useful life of each vehicle, Enterprise will, at the County's direction, either liquidate the vehicle or allow the County to purchase the vehicle at a predetermined price.

The proposed agreements provide several significant benefits to the County. Due to the size and scope of the organization, Enterprise is able to negotiate and obtain favorable price concessions from automobile manufacturers both within and outside of the United States. While nearly any vehicle is available, at this time it is recommended that the County limit its selections to vehicle manufacturers who have a presence within Inyo County. Given the structure of the industry, this allows local dealers to benefit from the purchase.

The open-ended, equity lease program allows the County to move to a more efficient fleet profile and stay on a lifecycle plan, within the constraints of the County's limited capital budget. This structure provides leasing leverage with all rights of ownership, including flexible funding options and a strong resale market that can increase the County's equity.

Under the program, the County would retain the ability to select the vehicles and features that allow staff to do their jobs more effectively. Enterprise Fleet Management will also help coordinate any aftermarket equipment needed and deliver the vehicles "turnkey" to the County.

The end of lease term options can be summarized as follows:

- Pay the reduced book value and take full ownership of the vehicle;
- Roll the equity over into a new lease;
- Have Enterprise Fleet Management sell the vehicle and give the County the difference between the selling price and Reduced Book Value (RBV).

In addition to the lease agreement, the proposed full maintenance agreement includes a fixed monthly cost set for the term of the lease. This covers all routine, preventative, unscheduled and common repairs such as oil changes, starter, alternator, engines and transmission issues, etc. By fixing these costs, the County will no longer be responsible for the unexpected maintenance costs associated with using outside service providers. In addition, with the steady flow of newer vehicles the County's fleet age would come down from nine years to five years, based on the replacement schedule, which is in line with industry standards. It should be noted that while the average age is nine years, currently we have several vehicles that are ten years or older.

The maintenance agreement is expected to provide significant savings. Due to their size, Enterprise can demand discounts from service providers. Additionally, with national exposure Enterprise monitors maintenance costs and is able to fine-tune processes to contain those costs.

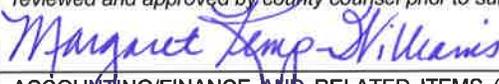
It should be noted that these agreements do not address law enforcement pursuit vehicles. They are subjected to extraordinary wear and tear and we would not expect cost savings from a similar arrangement.

ALTERNATIVES:

Your Board could choose not to enter into the agreements with Enterprise. Staff could be directed to pursue other options. In the meantime, the County would continue to purchase vehicles as has been done in the past and provide for vehicle maintenance. The advantages of lease financing and the economies of scale provided by Enterprise would not accrue to the County.

FINANCING:

Funds are available within the Fleet Internal Service Fund. No General Fund dollars will be utilized.

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: <input checked="" type="checkbox"/> Date <u>04/15/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/16/2015</u>
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)

Richard J. Benson

Date:

4/16/15

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of April, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) If Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Inyo County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Rich Murrell
Title: Regional Sales Manager

Address: 224 N. Edwards St.
Independence, CA 93526

Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Date Signed: _____

Date Signed: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2015 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2015 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Inyo County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, in good faith, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(d) of the Master Equity Lease Agreement is amended to read as follows:

(d) If applicable, any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Nine Percent (9%) per annum.

Section 3(g) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle. Notwithstanding the foregoing, the Lessee is not waiving its rights to otherwise pursue claims, including a claim for consequential damages, against the Lessor in any manner not inconsistent with the provisions of this Agreement.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at 1.5% of the normal pro-rated daily rent or Lessor may

pursue its remedies allowed by this Agreement with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, and until such Vehicles are returned to Lessor, Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"), except for such loss, damage or destruction caused by the negligence or intentional misconduct of Servicer. In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by California law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon prior written notice and during regular business hours during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(c), second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

(c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, in the event of litigation, the prevailing party shall recover all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by such party or any of their respective successors or assigns in litigating Lessor's enforcement of Lessor's rights under this Agreement and/or in connection with bankruptcy or insolvency proceedings;

Section 15, first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall

have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Subject to Lessee's right of quiet enjoyment so long as no default exist, Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason, provided, however, that no such assignment, pledge or transfer shall relieve Lessor or Servicer from any of their obligations under this Agreement. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle. Nothing contained within this Agreement will waive the rights of the Lessee to file any claim.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which waiving party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of April, 2015.

Inyo County (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the twenty-first day of April, 2015, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: Inyo County

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc , its attorney in fact

By: _____
Title: _____

By: Rich Murrell
Title: Regional Sales Manager

Date Signed: _____

Date Signed: _____

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of April, 2015, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Inyo County.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Inyo County from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Inyo County may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Inyo County and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Inyo County have executed this Indemnity Agreement as of the day and year first above written.

Company: Inyo County

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of April, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Inyo County ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the twenty-first day of April, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ll) brake adjustment or replacement or (lll) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: Inyo County

EFM: Enterprise Fleet Management, Inc.

By: _____
Title: _____

Address: 224 N. Edwards St.
Independence, CA 93526

Attention: _____

Facsimile No.: _____

Date Signed: _____

By: Rich Murrell
Title: Regional Sales Manager

Address: 1400 N. Kellogg Drive, Suite G
Anahelm, CA 92807

Attention: _____

Facsimile No.: _____

Date Signed: _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2015 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of April, 2015 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Inyo County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Nine Percent (9%) per annum. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 7 of the Maintenance Agreement is amended to add the following additional paragraph:

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of April, 2015.

Inyo County (Lessee)

By _____

Title: _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of April, 2015, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Inyo County (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence

prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$8.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Inyo County

EFM: Enterprise Fleet Management, Inc.

By: _____
Title: _____

By: Rich Murrell
Title: Regional Sales Manager

Address: 224 N. Edwards St.
Independence, CA 93526

Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Date Signed: _____

Date Signed: _____

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2015 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of April, 2015 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Inyo County ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 5 of the Maintenance Management and Fleet Rental Agreement is amended to add the following additional paragraph:

In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the ____ day of April, 2015.

Inyo County (Company)
By _____
Title: _____

ENTERPRISE FLEET MANAGEMENT, INC.
By _____
Title: _____

CONSIGNMENT AUCTION AGREEMENT

Enterprise Fleet Management ("Enterprise") and the party whose name appears on the signature page hereto ("CONSIGNOR") agree as follows:

1. Right to Sell: From time-to-time, CONSIGNOR will consign and deliver possession of vehicles to Enterprise for the sole purpose of selling the vehicle and paying to Enterprise or its designee from the proceeds of the sale of the vehicle, the amount agreed upon under the terms of this agreement. Enterprise shall have the non-exclusive right to sell any vehicles consigned to Enterprise by CONSIGNOR.

2. Document: Upon payment of the monies due CONSIGNOR, CONSIGNOR agrees to furnish Enterprise those documents necessary to transfer the ownership of the vehicle to the purchaser.

3. Power of Attorney: CONSIGNOR appoints Enterprise as its true and lawful attorney-in-fact to sign vehicle titles on behalf of CONSIGNOR for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of vehicle titles and any papers necessary thereto on behalf of CONSIGNOR. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date CONSIGNOR executes this agreement, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

4. Consignments: Vehicle consignments may be made to Enterprise by fax, or electronically by providing Enterprise the information required in Appendix A – Sales Authorization Supplement, which will, from time to time, supplement this agreement. The consigned vehicles are delivered to Enterprise in trust for the exact terms set forth in this agreement. Enterprise agrees to receive any vehicles delivered to it pursuant to this agreement in trust and not to permit its use for any other purpose other than as contained in this agreement without the express written consent of CONSIGNOR.

5. Fee: For each vehicle sold, CONSIGNOR shall pay Enterprise the fee set forth in the Sales Supplement.

6. Sales Process: Enterprise shall use reasonable efforts to sell each vehicle. CONSIGNOR may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any vehicle providing prior written notification to Enterprise.

7. Time of Payment:

(a) If the vehicle is sold by Enterprise during the term of this agreement, the money due CONSIGNOR shall be disbursed within 20 days after the date of sale in accordance with the terms of the agreement. As used in this agreement, a "sale" occurs when Enterprise either: (A) receives the purchase price or its equivalent or executes a conditional sales contract for the vehicle, or (B) when the purchase takes delivery of the vehicle, whichever comes first.

(b) Enterprise's obligations pursuant to Section 7(a) shall not apply to vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CONSIGNOR pursuant to Section 7(a) prior to the sale being reversed or cancelled, CONSIGNOR agrees to reimburse Enterprise said payment in full. Enterprise will re-list the vehicle and pay CONSIGNOR in accordance with this Section 7. Examples of mistakes or inadvertences include, but are not limited, to vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

8. Accounting: Within 20 days after sale, Enterprise shall make an accounting to CONSIGNOR of all of the following: date of sale, repairs authorized by CONSIGNOR (supported by work

records), exact amount of any liens payable to lienholders, evidence of payment of any liens, and the total sales price.

9. Indemnification and Hold Harmless: Enterprise and CONSIGNOR agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence of willful misconduct of the other, its agents or employees, and for its breach of any term of this agreement. The parties' obligations under this section shall survive termination of this agreement.

10. Liens, Judgments, Titles and Defects: CONSIGNOR shall defend, indemnify and hold Enterprise, its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the vehicle, defects in the vehicle's title, or mechanical or design defects in the vehicle.

11. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any vehicle and the CONSIGNOR shall defend, indemnify and hold Enterprise, its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any vehicle or any odometer statement prepared in connection with the sale of any vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

12. Bankruptcy: Subject to applicable law, in the event of the filing by CONSIGNOR of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling vehicle from said funds. Enterprise will thereafter remit to CONSIGNOR the net proceeds of said accumulated sales proceeds, if any.

13. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

14. Insurance: CONSIGNOR shall obtain and maintain in force at all times during the term of this agreement and keep in place until each vehicle is sold and title is transferred on each vehicle, automobile third-party liability of \$1,000,000 per occurrence and physical damage coverage on all vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

15. Term: This agreement is effective on the Execution Date and shall terminate upon thirty (30) days' prior written notice by either party with or without cause.

16. Modification: No modification, amendment or waiver of this agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

17. Liability Limit: In the event Enterprise is responsible for any damage to a vehicle, Enterprise's liability for damage to a vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

18. Attorney's Fees: The prevailing party in any action or proceeding to enforce the provisions of this agreement shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

19. Authorization: Each party represents and warrants to the other party that the person signing this agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

"CONSIGNOR"

By _____
Signature

By _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OFFICER CERTIFICATE

The undersigned hereby certifies (i) that _____ is the duly appointed officer for the Inyo County (the "Company"), (ii) that he is authorized by the Company to execute and deliver on behalf of the Company to Enterprise FM Trust, a Delaware statutory trust ("Lessor") the Master Equity Lease Agreement dated April 21st, 2015 between Enterprise and the Company (the "Lease"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of the Company to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles to be leased pursuant to the Lease, together with any other necessary documents in connection with those Schedules:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date:

Name and Title



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27
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Consent Departmental Correspondence Action

Public Hearing Schedule time for 1:30 p.m. Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 21, 2015

SUBJECT: Ordinance to Protect Property from Motorized Vehicle Use

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

- A. Enact an Ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 9.56 to title 9.56 of the Inyo County Code to Prohibit Operations of Off-Highway Vehicles and Other Motorized Vehicles from Damaging Property."

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On April 7, 2015, the Board held a public hearing to consider the approval of the above referenced Ordinance. At that meeting, the Board waived the first reading and moved the consideration of the Ordinance to today. No changes or revisions have been done to the Ordinance.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

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.) <div style="text-align: right;">Approved: _____ Date _____</div>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 4/16/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Ordinance to Protect Property from Motorized Vehicle Use

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

- A. Conduct a Public Hearing for the consideration of an Ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 9.56 to Title 9 section VI, Offenses Against Property, of the Inyo County Code to Prohibit Operators of Off-Highway Vehicles and Other Motorized Vehicles From Damaging Property."
- B. Waive the first reading of the above referenced Ordinance and schedule the enactment for 1:30 p.m., Tuesday April 21, 2015 in the Board of Supervisors Room at the County Administrative Center, in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The attached ordinance if adopted by the Board of Supervisors, will provide additional enforcement tools to assist in preventing damage to property, cultural resources, and natural resources located on private property, Los Angeles-owned property or other property throughout the County arising from excursions by motorized vehicles off the highways and/or allowed routes. The proposed ordinance applies to any motorized vehicle: car, motorcycle, OHV that leaves a highway or allowed route to enter and damage private property, cultural resources, and natural resources thereon. Although the proposed ordinance was prompted by Assembly Bill 628, it has been expanded in scope to enable the Sheriff and other law enforcement bodies to address damage caused by all motorized vehicles on private property as specified therein.

Inyo County Assembly Bill 628 Implementing Procedures

Section 24 of the Inyo County Assembly Bill 628 Implementing Procedures states

The County shall consider the passage of an ordinance that will make it a misdemeanor offense if operators of OHV's cause damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat or vegetative resources.

County staff is bringing forward this Ordinance for the Board's consideration prior to the opening of any of the combined-use routes approved by the Board on January 22, 2015 to comply with this procedural requirement.

General Plan Consistency

The proposed ordinance is consistent with the Inyo County General Plan. Relevant language in the General Plan includes the following language:

- Enhance opportunities for OHVs.¹
- Encourage the appropriate expansion of new recreational opportunities on federal lands.²
- Promote the acquisition of additional OHV access routes, including support of programs such as the Adventure Trails Program.³
- Encourage public agencies to develop new tourist-serving facilities or otherwise enhance their capacity to serve visitors on the public lands they manage.⁴
- Protect, maintain, and enhance watersheds within Inyo County.⁵
- Important riparian areas and wetlands, as identified by the County, shall be preserved and protected for biological resource value.
- Preserve and protect key resources that have contributed to the social, political, and economic history and prehistory of the area, unless overriding circumstances are warranted.
- Encourage the continued management of existing recreational areas and open space, and appropriate expansion of new recreational opportunities on federal, state, and LADWP lands.

ALTERNATIVES:

1. Do not approve the ordinance.
2. Provide specific direction to staff to modify the language in the proposed resolution.
3. Provide specific direction to staff to provide additional information.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The enforcement of the Ordinance will be the responsibility of the Inyo County Sheriff's Department.

APPROVALS	
COUNTY COUNSEL:	<p>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.)</p> <p><i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>03/11/15</u></p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 3/11/15

Attachments: 1) Draft Ordinance and 2) Inyo County AB 628 Implementing Procedures

¹ Inyo County General Plan Government Element (2001)
² Inyo County General Plan Conservation and Open Space Element (2001)
³ Inyo County General Plan Circulation Element (2001)
⁴ Inyo County General Plan Economic Development Element (2001)
⁵ Inyo County General Plan Conservation and Open Space Element (2001)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 9.56 TO TITLE 9 SECTION VI OF THE INYO COUNTY CODE TO PROHIBIT OPERATORS OF OFF-HIGHWAY VEHICLES AND OTHER MOTORIZED VEHICLES FROM DAMAGING PROPERTY

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Purpose/Authority.

The purpose of this ordinance is to prohibit operators of off-highway vehicles and other motorized vehicles from operating a vehicle in a manner likely to cause malicious or unnecessary damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat, cultural resources, natural resources or vegetative resources. The authority for this ordinance is California Vehicle Code sections 38319 and 40000.24(e) and the police power of the County of Inyo.

SECTION TWO. The Inyo County Code is amended to add Chapter 9.56 to Title 9 Section VI, "Offenses Against Property," to read as follows:

- A. No person shall operate, nor shall an owner permit the operation of a motorized vehicle, including without limitation motorcycles, snowmobiles, sand buggy, dune buggy, an all-terrain vehicle, a motor vehicle commonly referred to as a jeep, and a recreational off-highway vehicle as defined in section 500 of the California Vehicle Code, or any other motorized vehicle in a manner likely to cause malicious or unnecessary damage to land, livestock, ranching operations, farming operations, cultural resources, natural resources, wildlife, wildlife habitat or vegetative resources.
- B. As provided in section 1.20.010 of this Code, a violation of this Chapter is a misdemeanor, punishable either by a fine of five hundred dollars, imprisonment of up to six months, or both.

SECTION THREE. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, 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 voting for and against same.

PASSED AND ADOPTED this __ day of __, 2015, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant



Western Counties Alliance

AGENDA

1. PILT
2. SRS
3. Wild Horse Burro
4. Public Land Transfer
5. Geothermal
6. Sage Grouse
7. Other Issues



Western Counties Alliance

Items WCA Primarily Focuses On

- ◆ Payment in lieu of taxes (PILT)

- ◆ Secure Rural Schools (SRS)

- ◆ Wild Horse Burro (WHB)

- ◆ Sage Grouse

- ◆ RS 2477 Roads

- ◆ Mineral Revenue

- ◆ Wilderness

- ◆ Grazing Issues

- ◆ Public Land Transfer

- ◆ Geothermal

Subject: Re: PILT

Date: Monday, February 2, 2015 at 11:19:07 AM Mountain Standard Time

From: Brown, Ryan

To: Kenneth Brown

Ken,

The following legislation provided funding for PILT in Fiscal Year 2015.

The National Defense Authorization Act for Fiscal Year 2015

Sec. 3096. Payments In Lieu of Taxes.

For payments in lieu of taxes under chapter 69 of title 31, United States Code, which shall be available without further appropriation to the Secretary of the Interior -

(1) \$33,000,000 for fiscal year 2015; and

(2) \$37,000,000 to be available for obligation and payment beginning on October 1, 2015.

Funds available for obligation and payment under paragraph (2) shall be paid in October 2015.

The Consolidated and Further Continuing Appropriations Act, 2015 (P.L. 113-235)

Sec. 11. Payments In Lieu of taxes.

(a) For payments in lieu of taxes under chapter 69 of title 31, United States Code, for fiscal year 2015, \$372,000,000 shall be available to the Secretary of Interior.

(b) The amount available in subsection (a) shall be in addition to amounts made available for payments in lieu of taxes by the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015.

In summary, a total of \$405,000,000 is available to be paid before July 1, 2015, comprising of \$33,000,000 from the NDAA and \$372,000,000 from the CROmnibus. The additional \$37,000,000 is available on October 1, 2015.

If you have any further questions, please give me a call.

Best,

Ryan D. Brown
Budget Analyst
Division of Budget Administration
202.208.3078
Main Interior Building Room 7420
1849 C Street NW
Washington, DC 20240

**1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014.
 (Does not include payments for O&C Lands administered by Bureau of Land Management in Oregon.)**

ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.

State	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
AL	Bibb	\$56,330.55						
AL	Calhoun	\$21,722.60						
AL	Cherokee	\$2,094.96						
AL	Chilton	\$21,309.95						
AL	Clay	\$61,286.03						
AL	Cleburne	\$90,980.75						
AL	Covington	\$86,516.66						
AL	Dallas	\$1,974.93						
AL	Escambia	\$46,236.94						
AL	Franklin	\$796.33						
AL	Hale	\$26,214.35						
AL	Lawrence	\$56,716.76						
AL	Macon	\$23,884.01						
AL	Perry	\$30,311.62						
AL	Talladega	\$42,886.06						
AL	Tuscaloosa	\$9,951.33						
AL	Winston	\$56,232.10						
AL			\$635,445.93	\$46,387.55	\$589,058.38			
AK	Anchorage	\$2,836.26						
AK	Haines	\$32,023.18						
AK	Juneau	\$45,723.93						
AK	Kenai Penin	\$11,166.85						
AK	Kodiak Is.	\$70.16						
AK	Ktn. Gateway	\$95,410.39						
AK	Matanuska-Su	\$9,762.25						
AK	Petersburg	\$41,399.37						
AK	Sitka	\$51,686.31						
AK	Skagway	\$2,782.83						
AK	Unorganized	\$196,142.18						
AK	Wrangell	\$49,970.93						
AK	Yakutat	\$38,336.35						
AK			\$577,310.99	\$42,143.70	\$535,167.29			
AZ	Apache	\$30,252.93						
AZ	Cochise	\$67,502.21						
AZ	Coconino	\$361,321.54						
AZ	Gila	\$268,265.36						
AZ	Graham	\$53,905.23						
AZ	Greenlee	\$44,204.28						
AZ	Maricopa	\$103,538.02						
AZ	Mohave	\$478.69						
AZ	Navajo	\$41,485.31						
AZ	Pima	\$51,261.73						
AZ	Pinal	\$34,517.66						
AZ	Santa Cruz	\$57,744.56						
AZ	Yavapai	\$333,124.06						
AZ			\$1,447,601.58	\$105,674.92	\$1,341,926.66			
AR	Ashley	\$2,309.81						
AR	Baxter	\$63,127.39						
AR	Benton	\$8,453.62						
AR	Conway	\$6,932.16						
AR	Crawford	\$85,687.00						
AR	Franklin	\$104,442.88						
AR	Garland	\$166,085.56						

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AR	Hot Spring	\$442.66						
AR	Howard	\$2,110.57						
AR	Johnson	\$182,248.37						
AR	Lee	\$42,821.98						
AR	Logan	\$95,038.71						
AR	Madison	\$48,639.93						
AR	Marion	\$3,342.12						
AR	Montgomery	\$462,926.09						
AR	Newton	\$197,062.15						
AR	Perry	\$136,534.21						
AR	Phillips	\$41,031.87						
AR	Pike	\$18,485.63						
AR	Polk	\$283,757.51						
AR	Pope	\$191,580.81						
AR	Saline	\$81,234.71						
AR	Scott	\$508,690.44						
AR	Searcy	\$32,084.63						
AR	Sebastian	\$26,075.24						
AR	Stone	\$61,210.84						
AR	Van Buren	\$32,164.22						
AR	Washington	\$22,072.92						
AR	Yell	\$291,109.49						
AR			\$3,197,703.52	\$233,432.36	\$2,964,271.16	\$6,606.46	\$482.27	\$6,124.19
CA	Alpine	\$184,751.24						
CA	Amador	\$124,181.88						
CA	Butte	\$53,341.72						
CA	Calaveras	\$48,836.72						
CA	Colusa	\$3,795.78						
CA	Del Norte	\$37,427.10						
CA	El Dorado	\$794,786.60						
CA	Fresno	\$421,901.57						
CA	Glenn	\$11,939.28						
CA	Humboldt	\$24,835.79						
CA	Inyo	\$458,567.37						
CA	Kern	\$56,247.49						
CA	Lake	\$14,728.50						
CA	Lassen	\$215,838.23						
CA	Los Angeles	\$1,480,189.45						
CA	Madera	\$200,696.35						
CA	Mariposa	\$96,273.49						
CA	Mendocino	\$10,253.03						
CA	Modoc	\$87,386.06						
CA	Mono	\$514,595.11						
CA	Monterey	\$35,836.71						
CA	Nevada	\$86,351.13						
CA	Orange	\$123,166.54						
CA	Placer	\$226,119.98						
CA	Plumas	\$429,139.04						
CA	Riverside	\$341,518.82						
CA	San Bernardino	\$403,789.50						
CA	San Diego	\$629,245.53						
CA	San Luis Obispo	\$21,882.41						
CA	Santa Barbara	\$72,423.12						

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CA	Shasta	\$392,900.71						
CA	Sierra	\$192,155.98						
CA	Siskiyou	\$579,140.91						
CA	Tehama	\$98,109.44						
CA	Trinity	\$215,464.24						
CA	Tulare	\$219,592.22						
CA	Tuolumne	\$375,455.93						
CA	Ventura	\$67,691.04						
CA	Yuba	\$17,991.43						
CA			\$9,368,547.44	\$683,903.96	\$8,684,643.48			
CO	Alamosa	\$2,048.53						
CO	Archuleta	\$41,043.64						
CO	Boulder	\$12,653.34						
CO	Chaffee	\$46,842.15						
CO	Clear Creek	\$312,068.18						
CO	Conejos	\$27,481.59						
CO	Costilla	\$51.21						
CO	Custer	\$16,685.10						
CO	Delta	\$36,413.30						
CO	Dolores	\$32,088.80						
CO	Douglas	\$26,000.42						
CO	Eagle	\$598,728.03						
CO	El Paso	\$18,170.05						
CO	Fremont	\$10,267.61						
CO	Garfield	\$488,957.11						
CO	Gilpin	\$27,564.00						
CO	Grand	\$1,026,888.56						
CO	Gunnison	\$207,827.42						
CO	Hinsdale	\$62,279.12						
CO	Huerfano	\$14,574.44						
CO	Jackson	\$86,809.10						
CO	Jefferson	\$22,658.71						
CO	La Plata	\$37,014.92						
CO	Lake	\$18,462.66						
CO	Larimer	\$59,430.57						
CO	Las Animas	\$2,292.68						
CO	Mesa	\$196,119.18						
CO	Mineral	\$48,366.50						
CO	Moffat	\$12,694.11						
CO	Montezuma	\$24,729.63						
CO	Montrose	\$62,662.74						
CO	Ouray	\$27,055.75						
CO	Park	\$127,336.55						
CO	Pitkin	\$496,550.81						
CO	Pueblo	\$3,372.24						
CO	Rio Blanco	\$274,584.25						
CO	Rio Grande	\$25,459.77						
CO	Routt	\$152,082.56						
CO	Saguache	\$93,369.87						
CO	San Juan	\$17,033.44						
CO	San Miguel	\$35,986.16						
CO	Summit	\$598,652.01						
CO	Teller	\$22,851.20						

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CO			\$5,454,208.01	\$398,157.18	\$5,056,050.83			
FL	Baker	\$120,080.33						
FL	Bay	\$123.73						
FL	Bradford	\$28.04						
FL	Calhoun	\$55.84						
FL	Columbia	\$103,956.55						
FL	Franklin	\$8,536.29						
FL	Hamilton	\$462.79						
FL	Lake	\$75,348.94						
FL	Leon	\$39,704.19						
FL	Liberty	\$102,053.95						
FL	Marion	\$245,851.34						
FL	Okaloosa	\$10.24						
FL	Putnam	\$21,125.15						
FL	Santa Rosa	\$6.62						
FL	Seminole	\$435.80						
FL	Wakulla	\$64,918.78						
FL	Walton	\$13.66						
FL			\$782,712.24	\$57,137.99	\$725,574.25			
GA	Banks	\$90.34						
GA	Butts	\$9.68						
GA	Catoosa	\$1.07						
GA	Chattooga	\$2,206.79						
GA	Clarke	\$0.00						
GA	Dawson	\$778.88						
GA	Fannin	\$12,043.69						
GA	Floyd	\$754.44						
GA	Gilmer	\$6,314.79						
GA	Gordon	\$918.30						
GA	Greene	\$22,370.40						
GA	Habersham	\$4,475.55						
GA	Jasper	\$25,573.81						
GA	Jones	\$14,238.10						
GA	Lumpkin	\$6,531.86						
GA	Monroe	\$210.78						
GA	Morgan	\$348.48						
GA	Murray	\$5,906.83						
GA	Oconee	\$133.09						
GA	Oglethorpe	\$3,201.24						
GA	Putnam	\$31,805.70						
GA	Rabun	\$16,931.78						
GA	Stephens	\$2,672.81						
GA	Towns	\$6,536.12						
GA	Union	\$11,140.18						
GA	Walker	\$2,149.47						
GA	White	\$4,695.00						
GA	Whitfield	\$1,333.69						
GA			\$183,372.87	\$13,386.22	\$169,986.65			
ID	Ada	\$360.53						
ID	Adams	\$32,112.84						
ID	Bannock	\$13,559.64						
ID	Bear Lake	\$65,607.13						
ID	Benewah	\$12,552.20						

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ID	Blaine	\$82,135.35						
ID	Boise	\$78,074.34						
ID	Bonner	\$202,400.96						
ID	Bonneville	\$48,525.91						
ID	Boundary	\$220,414.86						
ID	Butte	\$7,552.75						
ID	Camas	\$54,162.55						
ID	Caribou	\$49,528.94						
ID	Cassia	\$65,337.46						
ID	Clark	\$27,410.01						
ID	Clearwater	\$56,388.89						
ID	Custer	\$74,121.15						
ID	Elmore	\$82,703.09						
ID	Franklin	\$44,599.34						
ID	Fremont	\$40,390.40						
ID	Gem	\$5,481.31						
ID	Idaho	\$276,273.97						
ID	Jefferson	\$0.01						
ID	Kootenai	\$31,478.15						
ID	Latah	\$43,682.16						
ID	Lemhi	\$37,967.64						
ID	Lewis	\$0.51						
ID	Madison	\$3,187.49						
ID	Nez Perce	\$114.88						
ID	Oneida	\$11,255.59						
ID	Owyhee	\$0.00						
ID	Power	\$5,699.96						
ID	Shoshone	\$334,012.83						
ID	Teton	\$6,782.50						
ID	Twin Falls	\$15,584.52						
ID	Valley	\$154,386.75						
ID	Washington	\$7,781.55						
ID			\$2,191,628.16	\$159,988.86	\$2,031,639.30			
IL	Alexander	\$1,025.03						
IL	Gallatin	\$421.49						
IL	Hardin	\$1,032.00						
IL	Jackson	\$1,839.69						
IL	Johnson	\$675.99						
IL	Massac	\$101.09						
IL	Pope	\$3,397.43						
IL	Saline	\$524.48						
IL	Union	\$1,387.31						
IL	Will	\$238,262.29						
IL	Williamson	\$12.03						
IL			\$248,678.83	\$18,153.55	\$230,525.28			
IN	Brown	\$3,463.06						
IN	Crawford	\$4,586.36						
IN	Dubois	\$78.30						
IN	Jackson	\$4,365.80						
IN	Lawrence	\$3,086.91						
IN	Martin	\$1,805.67						
IN	Monroe	\$3,579.39						
IN	Orange	\$5,997.51						

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IN	Perry	\$11,250.08						
IN			\$38,213.08	\$2,789.55	\$35,423.53			
KY	Bath	\$3,309.97						
KY	Clay	\$13,304.10						
KY	Estill	\$959.20						
KY	Harlan	\$137.98						
KY	Jackson	\$10,081.18						
KY	Knox	\$13.61						
KY	Laurel	\$11,002.59						
KY	Lee	\$1,466.35						
KY	Leslie	\$9,002.68						
KY	Letcher	\$136.86						
KY	Madison	\$0.05						
KY	McCreary	\$24,427.07						
KY	Menifee	\$8,022.98						
KY	Morgan	\$2,243.00						
KY	Owsley	\$2,839.17						
KY	Perry	\$369.39						
KY	Pike	\$19.69						
KY	Powell	\$2,744.72						
KY	Pulaski	\$6,566.29						
KY	Rockcastle	\$2,893.31						
KY	Rowan	\$10,734.24						
KY	Wayne	\$200.15						
KY	Whitley	\$7,949.32						
KY	Wolfe	\$2,847.47						
KY			\$121,271.37	\$8,852.81	\$112,418.56			
LA	Claiborne	\$42,623.14						
LA	Grant	\$308,067.59						
LA	Natchitoches	\$279,558.88						
LA	Rapides	\$218,942.51						
LA	Vernon	\$183,236.64						
LA	Webster	\$26,637.78						
LA	Winn	\$238,151.09						
LA			\$1,297,217.63	\$94,696.89	\$1,202,520.74			
ME	Oxford	\$27,415.99						
ME	York	\$5,614.25						
ME			\$33,030.24	\$2,411.21	\$30,619.03			
MI	Alcona	\$115,487.28						
MI	Alger	\$142,682.91						
MI	Allegan	\$0.09						
MI	Baraga	\$35,891.02						
MI	Barry	\$5.03						
MI	Cheboygan	\$34.37						
MI	Chippewa	\$270,088.16						
MI	Crawford	\$38,714.37						
MI	Delta	\$268,454.56						
MI	Genesee	\$3.82						
MI	Gogebic	\$243,812.05						
MI	G. Traverse	\$0.93						
MI	Houghton	\$122,796.76						
MI	Iosco	\$115,335.39						
MI	Iron	\$139,115.55						

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MI	Kent	\$0.09						
MI	Lake	\$52,329.89						
MI	Mackinac	\$168,834.84						
MI	Manistee	\$40,821.40						
MI	Marquette	\$15,997.01						
MI	Mason	\$28,266.12						
MI	Mecosta	\$1,609.98						
MI	Montcalm	\$821.16						
MI	Muskegon	\$5,833.46						
MI	Newaygo	\$51,890.72						
MI	Oceana	\$24,834.94						
MI	Ogemaw	\$20,353.92						
MI	Ontonagon	\$224,692.88						
MI	Oscoda	\$155,682.29						
MI	Otsego	\$1.86						
MI	Schoolcraft	\$135,929.65						
MI	Wexford	\$45,127.85						
MI			\$2,465,450.35	\$179,977.88	\$2,285,472.47			
MN	Beltrami	\$68,338.97						
MN	Cass	\$308,551.29						
MN	Cook	\$151,083.04						
MN	Itasca	\$329,157.36						
MN	Koochiching	\$55.24						
MN	Lake	\$174,817.77						
MN	St. Louis	\$175,996.52						
MN			\$1,208,000.19	\$88,184.01	\$1,119,816.18	\$6,150,000.00	\$448,950.00	\$5,701,050.00
MS	Adams	\$24,962.54						
MS	Amite	\$61,975.57						
MS	Benton	\$40,348.23						
MS	Chickasaw	\$23,605.08						
MS	Choctaw	\$10,498.00						
MS	Copiah	\$12,721.22						
MS	Forrest	\$46,462.84						
MS	Franklin	\$166,827.22						
MS	George	\$15,038.35						
MS	Greene	\$30,607.25						
MS	Harrison	\$57,303.98						
MS	Jackson	\$18,720.33						
MS	Jasper	\$17,087.79						
MS	Jefferson	\$13,942.28						
MS	Jones	\$30,239.58						
MS	Lafayette	\$29,181.04						
MS	Lincoln	\$13,651.87						
MS	Marshall	\$15,653.47						
MS	Newton	\$3,301.39						
MS	Oktibbeha	\$104.67						
MS	Pearl River	\$3,709.63						
MS	Perry	\$149,421.66						
MS	Pontotoc	\$479.60						
MS	Scott	\$84,455.34						
MS	Sharkey	\$50,630.20						
MS	Smith	\$71,956.93						
MS	Stone	\$44,346.84						

**1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014.
(Does not include payments for O&C Lands administered by Bureau of Land Management in Oregon.)**

ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.

State	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
MS	Tippah	\$7,020.08						
MS	Union	\$6,086.38						
MS	Washington	\$0.00						
MS	Wayne	\$82,720.77						
MS	Wilkinson	\$39,509.61						
MS	Winston	\$25,909.78						
MS	Yalobusha	\$15,137.76						
MS	Yazoo	\$109.54						
MS			\$1,213,726.82	\$88,602.06	\$1,125,124.76			
MO	Barry	\$34,137.88						
MO	Bollinger	\$1,032.93						
MO	Boone	\$2,584.94						
MO	Butler	\$30,052.57						
MO	Callaway	\$7,763.95						
MO	Carter	\$56,111.78						
MO	Christian	\$32,426.05						
MO	Crawford	\$30,990.47						
MO	Dent	\$45,462.06						
MO	Douglas	\$25,483.60						
MO	Howell	\$31,417.10						
MO	Iron	\$60,077.73						
MO	Laclede	\$19,049.95						
MO	Madison	\$32,122.64						
MO	Oregon	\$65,625.03						
MO	Ozark	\$24,099.70						
MO	Phelps	\$40,504.74						
MO	Pulaski	\$24,365.60						
MO	Reynolds	\$55,626.15						
MO	Ripley	\$60,908.93						
MO	Shannon	\$45,015.77						
MO	Stone	\$6,427.62						
MO	St.Francois	\$420.72						
MO	St.Genevieve	\$13,445.66						
MO	Taney	\$40,975.86						
MO	Texas	\$30,843.46						
MO	Washington	\$51,131.19						
MO	Wayne	\$55,141.26						
MO	Wright	\$4,441.55						
MO			\$927,686.89	\$67,721.14	\$859,965.75			
MT	Beaverhead	\$58,205.32						
MT	Broadwater	\$23,782.87						
MT	Carbon	\$28,976.95						
MT	Carter	\$7,619.33						
MT	Cascade	\$8,848.36						
MT	Chouteau	\$1,522.56						
MT	Deer Lodge	\$19,924.01						
MT	Fergus	\$4,698.50						
MT	Flathead	\$366,748.05						
MT	Gallatin	\$76,805.05						
MT	Glacier	\$1,425.81						
MT	Golden Valley	\$1,175.76						
MT	Granite	\$89,666.65						
MT	Jefferson	\$66,156.68						

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014.
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State	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
MT	Judith Basin	\$14,768.46						
MT	Lake	\$34,408.13						
MT	Lewis & Clark	\$96,589.98						
MT	Lincoln	\$471,261.03						
MT	Madison	\$51,304.15						
MT	Meagher	\$29,886.93						
MT	Mineral	\$70,271.82						
MT	Missoula	\$103,415.50						
MT	Park	\$98,596.36						
MT	Pondera	\$5,298.73						
MT	Powder River	\$28,891.86						
MT	Powell	\$101,250.79						
MT	Ravalli	\$25,206.08						
MT	Rosebud	\$8,123.41						
MT	Sanders	\$241,491.79						
MT	Silver Bow	\$23,887.34						
MT	Stillwater	\$24,355.42						
MT	Sweet Grass	\$30,740.38						
MT	Teton	\$11,648.31						
MT	Wheatland	\$3,220.81						
MT			\$2,230,173.18	\$162,802.64	\$2,067,370.54			
NE	Adams	\$0.00						
NE	Blaine	\$1,033.66						
NE	Cherry	\$9,075.13						
NE	Dawes	\$4,033.54						
NE	Sioux	\$961.20						
NE	Thomas	\$7,854.33						
NE			\$22,957.86	\$1,675.92	\$21,281.94			
NV	Carson City	\$1,472.39						
NV	Clark	\$28,849.41						
NV	Douglas	\$8,357.81						
NV	Elko	\$25,662.65						
NV	Esmeralda	\$37,029.95						
NV	Eureka	\$13,981.90						
NV	Humboldt	\$6,935.31						
NV	Lander	\$28,733.50						
NV	Lincoln	\$738.07						
NV	Lyon	\$26,761.23						
NV	Mineral	\$58,707.12						
NV	Nye	\$170,931.05						
NV	Washoe	\$10,209.42						
NV	White Pine	\$18,363.32						
NV			\$436,733.13	\$31,881.52	\$404,851.61			
NH	Carroll	\$85,038.17						
NH	Coos	\$121,054.19						
NH	Grafton	\$192,676.68						
NH			\$398,769.04	\$29,110.14	\$369,658.90			
NM	Bernalillo	\$9,279.44						
NM	Catron	\$95,206.03						
NM	Chaves	\$2,871.04						
NM	Cibola	\$38,355.40						
NM	Colfax	\$7,358.57						
NM	Eddy	\$9,591.39						

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NM	Grant	\$24,215.90						
NM	Hidalgo	\$9,674.49						
NM	Lincoln	\$30,098.52						
NM	Los Alamos	\$3,061.64						
NM	McKinley	\$24,386.98						
NM	Mora	\$10,628.65						
NM	Otero	\$40,075.41						
NM	Rio Arriba	\$147,159.89						
NM	San Miguel	\$35,694.54						
NM	Sandoval	\$38,707.87						
NM	Santa Fe	\$24,954.16						
NM	Sierra	\$12,387.99						
NM	Socorro	\$75,785.18						
NM	Taos	\$54,702.14						
NM	Torrance	\$18,887.49						
NM	Valencia	\$1,940.18						
NM			\$715,022.90	\$52,196.67	\$662,826.23			
NY	Schuyler	\$1,424.90						
NY	Seneca	\$679.64						
NY			\$2,104.54	\$153.63	\$1,950.91			
NC	Ashe	\$79.55						
NC	Avery	\$7,843.14						
NC	Buncombe	\$8,508.47						
NC	Burke	\$13,358.31						
NC	Caldwell	\$13,342.96						
NC	Carteret	\$42,960.33						
NC	Cherokee	\$37,134.55						
NC	Clay	\$26,313.57						
NC	Craven	\$49,662.52						
NC	Davidson	\$855.40						
NC	Durham	\$0.00						
NC	Graham	\$45,192.28						
NC	Haywood	\$18,797.62						
NC	Henderson	\$4,802.72						
NC	Jackson	\$30,681.85						
NC	Jones	\$30,680.40						
NC	Macon	\$60,862.05						
NC	Madison	\$15,074.73						
NC	McDowell	\$19,915.40						
NC	Mitchell	\$5,168.46						
NC	Montgomery	\$35,764.17						
NC	Randolph	\$8,621.71						
NC	Swain	\$9,009.06						
NC	Transylvania	\$24,881.61						
NC	Watauga	\$107.14						
NC	Yancey	\$10,439.30						
NC			\$520,057.30	\$37,964.18	\$482,093.12			
ND	McHenry	\$62.94						
ND			\$62.94	\$4.59	\$58.35			
OH	Athens	\$5,238.29						
OH	Delaware	\$0.00						
OH	Gallia	\$5,010.06						
OH	Hocking	\$7,284.06						

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OH	Jackson	\$470.67						
OH	Lawrence	\$20,759.81						
OH	Monroe	\$6,862.86						
OH	Morgan	\$937.25						
OH	Noble	\$196.65						
OH	Perry	\$6,259.03						
OH	Scioto	\$3,261.10						
OH	Vinton	\$526.84						
OH	Washington	\$11,053.33						
OH			\$67,859.95	\$4,953.78	\$62,906.17			
OK	Le Flore	\$305,126.09						
OK	McCurtain	\$182,975.80						
OK			\$488,101.89	\$35,631.44	\$452,470.45			
OR	Baker	\$63,228.17						
OR	Benton	\$14,633.38						
OR	Clackamas	\$314,666.71						
OR	Columbia	\$0.00						
OR	Coos	\$19,283.97						
OR	Crook	\$70,783.32						
OR	Curry	\$111,677.28						
OR	Deschutes	\$537,423.91						
OR	Douglas	\$922,694.96						
OR	Grant	\$172,003.93						
OR	Harney	\$62,153.18						
OR	Hood River	\$128,768.37						
OR	Jackson	\$470,767.91						
OR	Jefferson	\$91,775.94						
OR	Josephine	\$74,493.83						
OR	Klamath	\$545,780.56						
OR	Lake	\$224,036.87						
OR	Lane	\$1,215,819.57						
OR	Lincoln	\$163,625.06						
OR	Linn	\$420,585.18						
OR	Malheur	\$366.29						
OR	Marion	\$166,677.99						
OR	Morrow	\$26,503.41						
OR	Multnomah	\$48,171.98						
OR	Polk	\$286.60						
OR	Tillamook	\$81,481.06						
OR	Umatilla	\$72,007.63						
OR	Union	\$69,091.05						
OR	Wallowa	\$77,727.62						
OR	Wasco	\$136,187.07						
OR	Washington	\$0.00						
OR	Wheeler	\$28,439.48						
OR	Yamhill	\$22,757.10						
			\$6,353,899.38	\$463,834.65	\$5,890,064.73			
PA	Elk	\$424,590.82						
PA	Forest	\$452,461.06						
PA	McKean	\$513,819.90						
PA	Pike	\$0.00						
PA	Warren	\$558,380.42						
PA			\$1,949,252.20	\$142,295.41	\$1,806,956.79			

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014.
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PR	Canovanas	\$3,222.70						
PR	Cayey	\$15.89						
PR	Ceiba	\$3,427.02						
PR	Fajardo	\$990.62						
PR	Florida	\$12.00						
PR	Guayama	\$59.32						
PR	Juncos	\$29.03						
PR	Las Piedras	\$2,047.90						
PR	Luquillo	\$5,682.76						
PR	Manati	\$20.13						
PR	Naguabo	\$8,710.19						
PR	Rio Grande	\$20,803.57						
PR	Salinas	\$46.61						
PR			\$45,067.74	\$3,289.95	\$41,777.79			
SC	Abbeville	\$69,361.01						
SC	Aiken	\$2.96						
SC	Berkeley	\$107,312.08						
SC	Charleston	\$36,124.31						
SC	Chester	\$37,421.11						
SC	Edgefield	\$92,799.59						
SC	Fairfield	\$32,727.62						
SC	Greenwood	\$32,317.04						
SC	Laurens	\$61,864.88						
SC	McCormick	\$148,601.03						
SC	Newberry	\$174,146.74						
SC	Oconee	\$249,567.60						
SC	Saluda	\$13,253.81						
SC	Union	\$184,333.96						
SC	Williamsburg	\$0.22						
SC			\$1,239,833.96	\$90,507.88	\$1,149,326.08			
SD	Custer	\$279,663.51						
SD	Fall River	\$41,644.76						
SD	Harding	\$6,272.15						
SD	Lawrence	\$244,196.02						
SD	Meade	\$40,300.67						
SD	Pennington	\$351,304.15						
SD			\$963,381.26	\$70,326.83	\$893,054.43			
TN	Carter	\$21,183.75						
TN	Cocke	\$13,451.74						
TN	Greene	\$10,066.02						
TN	Johnson	\$12,942.79						
TN	McMinn	\$891.87						
TN	Monroe	\$37,018.50						
TN	Polk	\$37,127.93						
TN	Stewart	\$0.00						
TN	Sullivan	\$9,273.14						
TN	Unicoi	\$14,873.68						
TN	Washington	\$4,127.73						
TN			\$160,957.15	\$11,749.87	\$149,207.28			
TX	Angelina	\$28,584.74						
TX	Houston	\$145,152.06						
TX	Jasper	\$10,357.73						
TX	Montgomery	\$50,508.81						

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TX	Nacogdoches	\$4,551.62						
TX	Newton	\$1,648.04						
TX	Sabine	\$88,446.37						
TX	San Augustine	\$35,503.86						
TX	San Jacinto	\$64,343.37						
TX	Shelby	\$54,967.05						
TX	Trinity	\$104,682.33						
TX	Tyler	\$0.27						
TX	Walker	\$57,897.94						
TX			\$646,644.19	\$47,205.03	\$599,439.16			
UT	Beaver	\$19,065.68						
UT	Box Elder	\$23,385.77						
UT	Cache	\$115,975.26						
UT	Carbon	\$1,886.49						
UT	Daggett	\$13,313.19						
UT	Davis	\$10,224.66						
UT	Duchesne	\$43,676.48						
UT	Emery	\$13,280.21						
UT	Garfield	\$74,340.16						
UT	Grand	\$3,585.36						
UT	Iron	\$17,393.11						
UT	Juab	\$16,931.65						
UT	Kane	\$8,754.97						
UT	Millard	\$43,722.64						
UT	Morgan	\$4,093.92						
UT	Piute	\$26,784.98						
UT	Rich	\$20,896.86						
UT	Salt Lake	\$26,263.25						
UT	San Juan	\$28,119.00						
UT	Sanpete	\$26,437.90						
UT	Sevier	\$97,735.09						
UT	Summit	\$138,208.88						
UT	Tooele	\$42,438.62						
UT	Uintah	\$13,859.72						
UT	Utah	\$63,238.93						
UT	Wasatch	\$61,526.06						
UT	Washington	\$27,895.97						
UT	Wayne	\$16,623.46						
UT	Weber	\$29,111.51						
UT			\$1,028,769.78	\$75,100.19	\$953,669.59			
VT	Addison	\$42,236.44						
VT	Bennington	\$74,031.40						
VT	Essex	\$775.65						
VT	Rutland	\$37,438.79						
VT	Washington	\$3,356.96						
VT	Windham	\$19,126.87						
VT	Windsor	\$10,026.91						
VT			\$186,993.02	\$13,650.49	\$173,342.53			
VA	Alleghany	\$27,633.47						
VA	Amherst	\$11,269.36						
VA	Augusta	\$38,141.72						
VA	Bath	\$33,915.46						
VA	Bedford	\$3,199.58						

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VA	Bland	\$12,703.15						
VA	Botetourt	\$13,917.01						
VA	Carroll	\$1,205.53						
VA	Craig	\$19,377.94						
VA	Dickenson	\$1,443.59						
VA	Frederick	\$962.96						
VA	Giles	\$10,628.22						
VA	Grayson	\$5,518.78						
VA	Highland	\$11,433.59						
VA	Lee	\$1,880.69						
VA	Montgomery	\$3,232.10						
VA	Nelson	\$3,882.48						
VA	Page	\$5,329.96						
VA	Pulaski	\$3,202.68						
VA	Roanoke	\$530.09						
VA	Rockbridge	\$12,396.41						
VA	Rockingham	\$27,333.97						
VA	Scott	\$5,726.84						
VA	Shenandoah	\$14,820.83						
VA	Smyth	\$12,479.38						
VA	Tazewell	\$1,650.66						
VA	Warren	\$1,200.24						
VA	Washington	\$3,713.11						
VA	Wise	\$6,070.54						
VA	Wythe	\$9,700.61						
VA			\$304,500.95	\$22,228.57	\$282,272.38			
WA	Asotin	\$9,956.55						
WA	Chelan	\$168,805.22						
WA	Clallam	\$110,828.88						
WA	Clark	\$317.88						
WA	Columbia	\$29,427.10						
WA	Cowlitz	\$9,089.12						
WA	Douglas	\$0.23						
WA	Ferry	\$104,233.46						
WA	Garfield	\$17,615.73						
WA	Grays Harbor	\$35,076.49						
WA	Jefferson	\$150,891.61						
WA	King	\$137,362.75						
WA	Kittitas	\$69,503.53						
WA	Klickitat	\$4,495.90						
WA	Lewis	\$125,396.47						
WA	Mason	\$35,819.59						
WA	Okanogan	\$214,270.23						
WA	Pend Oreille	\$174,887.76						
WA	Pierce	\$49,480.54						
WA	Skagit	\$92,344.72						
WA	Skamania	\$224,446.79						
WA	Snohomish	\$111,200.49						
WA	Stevens	\$50,858.13						
WA	Thurston	\$231.40						
WA	Walla Walla	\$437.68						
WA	Whatcom	\$194,092.54						
WA	Yakima	\$184,409.90						

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WA			\$2,305,480.69	\$168,300.09	\$2,137,180.60	\$2,664.07	\$194.48	\$2,469.59
WV	Barbour	\$2.94						
WV	Grant	\$6,172.72						
WV	Greenbrier	\$33,066.66						
WV	Hampshire	\$681.25						
WV	Hardy	\$10,145.55						
WV	Mercer	\$0.00						
WV	Monroe	\$3,194.51						
WV	Nicholas	\$7,287.27						
WV	Pendleton	\$34,759.25						
WV	Pocahontas	\$95,007.00						
WV	Preston	\$1,194.20						
WV	Randolph	\$62,321.61						
WV	Tucker	\$31,046.28						
WV	Webster	\$20,095.77						
WV			\$304,975.01	\$22,263.18	\$282,711.83			
WI	Ashland	\$121,118.79						
WI	Bayfield	\$181,855.31						
WI	Dane	\$0.00						
WI	Florence	\$84,631.17						
WI	Forest	\$343,153.09						
WI	Langlade	\$32,520.35						
WI	Oconto	\$140,526.31						
WI	Oneida	\$11,208.00						
WI	Price	\$100,555.64						
WI	Sawyer	\$85,350.69						
WI	Taylor	\$82,992.62						
WI	Vilas	\$52,061.32						
WI			\$1,235,973.29	\$90,226.05	\$1,145,747.24			
WY	Albany	\$121,810.28						
WY	Big Horn	\$57,261.55						
WY	Carbon	\$203,139.31						
WY	Converse	\$24,395.97						
WY	Crook	\$150,615.54						
WY	Fremont	\$75,838.81						
WY	Hot Springs	\$3,323.07						
WY	Johnson	\$53,360.78						
WY	Lincoln	\$71,642.01						
WY	Natrona	\$1,794.20						
WY	Park	\$131,098.71						
WY	Platte	\$366.56						
WY	Sheridan	\$63,954.77						
WY	Sublette	\$117,092.32						
WY	Sweetwater	\$4,957.59						
WY	Teton	\$255,337.60						
WY	Uinta	\$10,051.69						
WY	Washakie	\$5,876.02						
WY	Weston	\$5,354.07						
WY			\$1,357,270.85	\$99,080.77	\$1,258,190.08			
	Total	\$54,356,648.34	\$54,356,648.34	\$3,968,035.31	\$50,388,613.03	\$6,159,270.53	\$449,626.75	\$5,709,643.78

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SECURE RURAL SCHOOLS STATUS SUMMARY-FOREST SERVICE
Western Counties Alliance and National Association of Counties Legislative Conference

February 20, 2015

Background:

The Secure Rural Schools (SRS) program expired on September 30, 2014. The program was not reauthorized by Congress and the lack of reauthorization will have significant impacts to the States and counties that participated in the program.

- The FY 2016 President's Budget proposes a mandatory reauthorization and a four-year phase-out through 2019 of the Secure Rural Schools (SRS) Act starting in FY 2015 with \$279 million from mandatory sources. The FY 2016 President's Budget proposes funding through mandatory appropriations supplemented by funds from the Treasury. The budget provides for multiple programs that will increase opportunities for economic development while improving forest health.
- Because the SRS Act has not been reauthorized, the 1908 Act requiring 25-percent payments will govern the distribution of payments to States in FY 2015.
 - The 25-percent payments will be made based on a 7-year rolling average of receipts from national forests located in the State. Payments may be used only for the benefit of public schools and public roads.
 - A county will no longer be able to make an election to allocate a percentage of its distribution of the State formula payment for Title II (conservation work on national forests), or Title III (county projects for Firewise programs, emergency services, or community wildfire protection plans).
 - The 25-percent payments to States made under the 1908 Act are subject to sequestration and reduced by 7.3 percent.
 - Sequestration under section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985 (2 U.S.C. § 901a) applies to all "budget authority". The 1908 Act (16 U.S.C. § 500), is a law other than an appropriations act that makes funds available for obligation and expenditure for certain purposes and thus constitutes budget authority in the form of direct spending.
- The estimated total amount of all 25-percent payments to all eligible States (after sequestration) will be \$50 million, compared to \$300 million available for the entire SRS program in FY 2014, an 83 percent reduction in the overall program.

Additional Background:

- The Forest Service will be able to process payments in mid-February.
- SRS 2014 payment information by State and 2015 1908 Act payment information by State are listed in the following table.

FY 2015 Payments to States Under the 1908 Act, as amended.

STATE	State 25% 7-year Rolling Average Total	Sequester 7.3%	*2015 Payment (1908 Act)	2014 SRS Payments (Titles I, II, and III)
Alabama	\$635,446	\$46,388	\$589,058	\$1,787,311
Alaska	\$577,311	\$42,144	\$535,167	\$14,244,726
Arizona	\$1,447,602	\$105,675	\$1,341,927	\$14,920,201
Arkansas	\$3,197,704	\$233,432	\$2,964,271	\$7,629,409
California	\$9,368,547	\$683,904	\$8,684,643	\$35,619,493
Colorado	\$5,454,208	\$398,157	\$5,056,051	\$13,399,187
Florida	\$782,712	\$57,138	\$725,574	\$2,451,630
Georgia	\$183,373	\$13,386	\$169,987	\$1,454,308
Idaho	\$2,191,628	\$159,989	\$2,031,639	\$28,312,943
Illinois	\$248,679	\$18,154	\$230,525	\$263,427
Indiana	\$38,213	\$2,790	\$35,424	\$252,237
Kentucky	\$121,271	\$8,853	\$112,419	\$1,764,442
Louisiana	\$1,297,218	\$94,697	\$1,202,521	\$1,915,439
Maine	\$33,030	\$2,411	\$30,619	\$67,166
Michigan	\$2,465,450	\$179,978	\$2,285,472	\$3,847,718
Minnesota	\$1,208,000	\$88,184	\$1,119,816	\$2,429,801
Mississippi	\$1,213,727	\$88,602	\$1,125,125	\$5,713,570
Missouri	\$927,687	\$67,721	\$859,966	\$3,332,479
Montana	\$2,230,173	\$162,803	\$2,067,371	\$21,342,884
Nebraska	\$22,958	\$1,676	\$21,282	\$193,089
Nevada	\$436,733	\$31,882	\$404,852	\$4,015,098
New Hampshire	\$398,769	\$29,110	\$369,659	\$500,716
New Mexico	\$715,023	\$52,197	\$662,826	\$10,449,928
New York	\$2,105	\$154	\$1,951	\$17,776
North Carolina	\$520,057	\$37,984	\$482,093	\$1,800,539
North Dakota	\$63	\$5	\$58	\$381
Ohio	\$67,860	\$4,954	\$62,906	\$258,815
Oklahoma	\$488,102	\$35,631	\$452,470	\$1,076,358
Oregon	\$6,353,899	\$463,835	\$5,890,065	\$67,871,382
Pennsylvania	\$1,949,252	\$142,295	\$1,806,957	\$2,953,063
Puerto Rico	\$45,068	\$3,290	\$41,778	\$141,185
South Carolina	\$1,239,834	\$90,508	\$1,149,326	\$1,807,757
South Dakota	\$963,381	\$70,327	\$893,054	\$1,776,734
Tennessee	\$160,957	\$11,750	\$149,207	\$1,157,176
Texas	\$646,644	\$47,205	\$599,439	\$2,485,335
Utah	\$1,028,770	\$75,100	\$953,670	\$10,935,246
Vermont	\$186,993	\$13,650	\$173,343	\$317,063
Virginia	\$304,501	\$22,229	\$282,272	\$1,576,594
Washington	\$2,305,481	\$168,300	\$2,137,181	\$21,549,496
West Virginia	\$304,975	\$22,263	\$282,712	\$1,967,440
Wisconsin	\$1,235,973	\$90,226	\$1,145,747	\$1,920,670
Wyoming	\$1,357,271	\$99,081	\$1,258,190	\$4,528,376
Total	\$54,356,648	\$3,968,035	\$50,388,613	\$300,048,590

*Note: The FY 2015 payments do not include Special Act payments to Arkansas (\$6,124), Minnesota (\$5,701,050), and Washington (\$2,470).



Western Counties Alliance

Geothermal Disbursements to Counties 2012-2014 per Energy Act of 2005

State	County	2012	2013	2014
California	Imperial County	\$16,657.36	\$11,755.99	\$44,286.46
	Inyo County	\$168,266.86	\$189,839.62	\$235,502.53
	Lake County	\$760,858.32	\$802,134.56	\$959,019.64
	Lassen County	\$14,229.55	\$17,110.64	\$15,590.30
	Mendocino County	\$750.00	\$750.00	\$690.00
	Mono County	\$23,512.05	\$51,852.41	\$68,038.93
	Siskiyou County	\$30,561.25	\$17,386.39	\$18,748.48
	Sonoma County	\$1,009,786.30	\$1,119,660.77	\$1,315,200.99
	California County Total	\$2,024,621.69	\$2,210,490.38	\$2,657,077.33
	Gunnison County	\$0.00	\$13,873.91	\$6,559.97
	Colorado County Total	\$0.00	\$13,873.91	\$6,559.97
	Blaine County	\$404.50	\$404.50	\$354.75
	Camas County	\$305.50	\$305.50	\$267.92
	Canyon County	\$1,274.17	\$518.22	\$506.75
	Cassia County	\$12,450.75	\$9,308.18	\$9,372.70
	Payette County	\$42,269.32	\$17,191.53	\$17,735.00
	Washington County	\$10,068.00	\$9,554.53	\$9,856.57
	Idaho County Total	\$66,772.24	\$37,282.46	\$38,093.69
Nevada	Churchill County	\$929,545.19	\$533,630.47	\$583,105.89
	Elko County	\$30,004.86	\$48,103.25	\$38,158.10
	Esmeralda County	\$58,738.15	\$115,746.91	\$84,830.78
	Eureka County	\$14,251.34	\$11,801.94	\$12,001.37
	Humboldt County	\$72,421.77	\$61,582.00	\$57,885.94
	Lander County	\$70,723.46	\$133,460.63	\$151,695.40
	Lyon County	\$8,249.00	\$5,961.10	\$6,666.93
	Mineral County	\$33,249.02	\$29,104.65	\$57,680.15
	Nye County	\$6,705.70	\$15,979.85	\$683.41
	Pershing County	\$93,006.31	\$73,530.04	\$55,139.81
	Washoe County	\$23,768.00	\$30,322.43	\$88,724.27
	White Pine County	\$8,962.50	\$12,474.84	\$1,537.63
Nevada County Total	\$1,349,625.30	\$1,071,698.11	\$1,138,109.68	
New Mexico	Dona Ana County	\$1,442.30	\$25,645.32	\$6,653.50
	Hidalgo County	\$4,669.82	\$3,118.65	\$3,217.24
	New Mexico County Total	\$6,112.12	\$28,763.97	\$9,870.74
Oregon	Deschutes County	\$39,725.25	\$40,822.17	\$41,041.69
	Hood River County	\$2,028.00	\$1,924.57	\$103.43
	Lake County	\$31,673.73	\$29,463.61	\$21,856.48
	Oregon County Total	\$73,426.98	\$72,210.35	\$63,001.60
Utah	Beaver County	\$77,219.88	\$74,086.89	\$103,181.63
	Iron County	\$1,267.50	\$1,202.86	\$1,176.24
	Juab County	\$74,910.35	\$46,643.82	\$30,635.52
	Millard County	\$39,348.35	\$37,341.58	\$37,656.05
	Utah County Total	\$192,746.08	\$159,275.15	\$172,649.44
Washington	Whatcom County	\$2,109.25	\$2,109.25	\$2,064.95
	Washington County Total	\$2,109.25	\$2,109.25	\$2,064.95
		\$3,715,413.66	\$3,595,703.58	\$4,087,427.40