



**EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)
Joint Powers Authority**

REGULAR MEETING AGENDA

Friday, October 16, 2020

8:30 a.m.

**Mammoth Lakes Council Chamber
437 Old Mammoth Road, Suite Z
Mammoth Lakes, CA**

NOTE: This will be a Zoom meeting and will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. It is strongly encouraged that you watch this meeting on the Town of Mammoth Lakes' (TOML) website at www.townofmammothlakes.ca.gov or on TOML's local government cable channel 18.

Public comments may be submitted to the TOML Assistant Clerk at clerk@townofmammothlakes.ca.gov before and during the meeting.

Board Members

Mono County Supervisor
Stacy Corless – Chair

Mono County Supervisor
Bob Gardner

Town of Mammoth Lakes Councilmember
Lynda Salcido

Town of Mammoth Lakes Councilmember
John Wentworth

Inyo County Supervisor
Jeff Griffiths

Inyo County Supervisor
Dan Totheroh

City of Bishop Councilmember
Jim Ellis

City of Bishop Councilmember
Karen Schwartz – Vice Chair

NOTICE TO THE PUBLIC

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 760-965-3603. Notification 48 hours prior to the meeting will enable the City of Bishop or Town of Mammoth Lakes to make reasonable arrangements to ensure accessibility to this meeting. (See 42 USCS 12132, 28CFR 35.130). NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://monocounty.zoom.us/s/92421427651>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799 *To raise your hand press *9, To Unmute/Mute press *6

Webinar ID: 924 2142 7651

International numbers available: <https://monocounty.zoom.us/u/achYvzWR9t>

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment** – Notice to the Public: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Chair, please state your name and address for the record and please limit your comments to three minutes. Under California law the Eastern Sierra Council of Governments Board is prohibited from generally discussing or taking action on items not included in the agenda; however, the Eastern Sierra Council of Governments Board may briefly respond to comments or questions from members of the public. Therefore, the Eastern Sierra Council of Governments Board will listen to all public comment but will not generally discuss the matter or take action on it.
- 5. Approve the Minutes of the August 14, 2020 meeting of the ESCOG JPA.**
- 6. Discussion and possible action on Liability Insurance and Requested Quote.**
- 7. Updated Financial Report provided by Mono County Finance Director Janet Dutcher.**
- 8. Discussion and possible action on report and recommendation from subcommittee on the hiring of Elaine Kabala as an Administrative Services Contractor for the ESCOG JPA following the Request For Qualifications (RFQ) process and recommend entry into a contract with Ms. Kabala for an amount not to exceed \$25,000.**
- 9. Discussion and adoption of Resolution to initiate ESCOG JPA Sustainable Recreation and Forest Management Program.**
- 10. Update on the Eastern Sierra Sustainable Recreation Partnership (ESSRP).**

- 11. Update and Brief Presentation on the Prop 68/Sierra Nevada Conservancy's "Sustainable Recreation and Tourism Initiative" Grant, administered by the Town of Mammoth Lakes on behalf of regional partners.**
- 12. Discussion regarding new Grant Opportunities, including USDA Rural Development Rural Business Development Grants (RBDG).**
- 13. Board Member/Agency Reports**
 - a. Update on Bishop Eastern Sierra Regional Airport (BIH) Air Service.**
 - b. Update on housing initiatives**
 - c. Other**
- 14. Request for future agenda items**
- 15. Adjournment**

The ESCOG will adjourn to the next regular meeting on December 11, 2020 at 8:30 a.m.



**EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)
Joint Powers Authority**

REGULAR MEETING MINUTES

Friday, August 14, 2020

8:30 a.m.

**Mammoth Lakes Council Chamber
437 Old Mammoth Road, Suite Z
Mammoth Lakes, CA**

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Board Members

Mono County Supervisor
Stacy Corless – Chair

Mono County Supervisor
Bob Gardner

Town of Mammoth Lakes Councilmember
Lynda Salcido

Town of Mammoth Lakes Councilmember
John Wentworth

Inyo County Supervisor
Jeff Griffiths

Inyo County Supervisor
Dan Totheroh

City of Bishop Councilmember
Jim Ellis

City of Bishop Councilmember
Karen Schwartz – Vice Chair

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1. Call to Order

Chair Stacy Corless called the meeting to order at 8:33 a.m.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Chair Corless.

3. Roll Call

Chair Stacy Corless, Vice Chair Karen Schwartz and Board Members Bob Gardner, Lynda Salcido, John Wentworth, Dan Totheroh and Jim Ellis were present via videoconference. Board Member Jeff Griffiths joined the meeting at 8:36 a.m.

- 4. Public Comment – Notice to the Public:** This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Chair, please state your name and address for the record and please limit your comments to three minutes. Under California law the Eastern Sierra Council of Governments Board is prohibited from generally discussing or taking action on items not included in the agenda; however, the Eastern Sierra Council of Governments Board may briefly respond to comments or questions from members of the public. Therefore, the Eastern Sierra Council of Governments Board will listen to all public comment but will not generally discuss the matter or take action on it.

A public comment was received via email from MLTPA Project Specialist Chelsea Taylor regarding the Sustainable Recreation Tourism Initiative which had been awarded to the Town of Mammoth Lakes on behalf of the Eastern Sierra Sustainable Recreation Partnership.

5. Approve the Minutes of the July 1, 2020 special meeting of the ESCOG JPA.

ACTION: It was moved by Board Member Lynda Salcido, seconded by Board Member Dan Totheroh, and carried by an 8-0 roll call vote to approve the minutes of the July 1, 2020 special meeting of the ESCOG.

6. Discussion and approval of Clerical Services Agreement between the ESCOG and the Town of Mammoth Lakes.

Town of Mammoth Lakes (TOML) Town Manager Dan Holler outlined the information in the Clerical Services Agreement between the ESCOG and TOML and recommended approval of the agreement.

There was discussion between Mr. Holler and members of the Board.

ACTION: It was moved by Board Member Bob Gardner, seconded by Board Member Jeff Griffiths, and carried by an 8-0 roll call vote to approve the Clerical Services Agreement between the ESCOG and the Town of Mammoth Lakes.

7. Discussion and approval of the Fiscal Services Agreement between the ESCOG and the County of Mono.

TOML Town Manager Dan Holler outlined the information in the Fiscal Services Agreement and said that the agreement was strictly for basic services and would not cover the costs of grant work and that any additional services would be addressed on a case by case basis. Mr. Holler reported that he had not received a response regarding the agreement from County Legal Counsel at this time.

There was discussion between Mr. Holler and members of the Board.

ACTION: It was moved by Board Member Jeff Griffiths, seconded by Board Member Jim Ellis, and carried by an 8-0 roll call vote to approve the Fiscal Services Agreement between the ESCOG and the County of Mono as amended to have the agreement signed by Vice Chair Karen Schwartz on behalf of the ESCOG since Chair Stacy Corless would sign it on behalf of Mono County.

8. Update on Liability Insurance and Request for Quote.

TOML Town Manager Dan Holler discussed the insurance requirements for the ESCOG and reported that a Request for Quote (RFQ) had been submitted to Alliant and said that the quote would be presented at a future meeting for consideration. Mr. Holler estimated that the cost would be approximately \$5000. He said that Inyo County Counsel staff had assisted with coordinating the insurance efforts through the Inyo County Risk Manager.

There was discussion between Mr. Holler, Inyo County Counsel Marshall Rudolph and members of the Board.

9. Discussion regarding Executive Director recruitment for the ESCOG JPA. Request for Qualifications and Contract for Services.

Board Member Lynda Salcido left the meeting at 9:48 a.m.

TOML Town Manager Dan Holler discussed options for hiring an Executive Director for the ESCOG and said the position could be filled by an individual or a firm. Mr. Holler outlined the information in the sample Agreement and sample RFQ and reported that the Proposed Budget was \$25,000, approximately \$4,000 per month for 6 months. He also spoke about the hiring process.

Board Member John Wentworth discussed the information in the RFQ and spoke about the qualifications and experience that the members of the Board desired in an Executive Director and recommended those details be added to the RFQ.

Inyo County Counsel Marshall Rudolph outlined the information in the sample Agreement. Mr. Rudolph explained the legal requirements for hiring an Executive Director as an independent contractor.

There was discussion between Mr. Holler, Mr. Rudolph and members of the Board.

CONSENSUS: There was consensus by the Board to direct the subcommittee to make revisions to the Request for Qualifications as discussed.

10. Presentation from Inyo-Mono Regional Water Management Group Project Development Specialist Rick Kattelman regarding the Eastern Sierra Water Association and Regional Fire and Forest Capacity Program's funding opportunity from California Fire Safe Council for a County/Regional-level Fire Prevention Position.

This item was taken out of order.

Chair Stacy Corless introduced Inyo-Mono Regional Water Management Group Project Development Specialist Rick Kattelman and Program Director Holly Alpert.

Mr. Kattelman gave an update on the Regional Forest and Fire Capacity Program funding opportunity from the California Fire Safe Council (CFSC) for a County/Regional-level Fire Prevention Position. He outlined the information in the CFSC Grants – County Wildfire Mitigation Coordinators document. He said that he felt the ESCOG would be an ideal home for one or more of the coordinator positions. Mr. Kattelman offered resources to assist the ESCOG if the Board was interested in housing one or more coordinator.

Chair Corless said that she represented Mono County on the Board of the Rural County Representatives of California (RCRC) and said that she had let them know that the region needed more wildfire mitigation capacity. She asked the members of the Board if they had an interest in pursuing this opportunity.

There was discussion between Mr. Kattelman and members of the Board.

CONSENSUS: There was consensus among the Board for the ESCOG to potentially house one or more County/Regional level Fire Prevention positions.

Chair Corless announced that Plumas Corporation Project Manager Janet Hatfield would give a presentation on September 18th regarding a 55,000 acre fuels reduction project proposed on Inyo National Forest lands in and around Mammoth Lakes, and in Mono and Madera Counties. She said that the Sierra Nevada Conservancy's (SNC) next meeting was scheduled to be held on September 10th.

11. Update on the Eastern Sierra Sustainable Recreation Partnership (ESSRP) including Partnership Meetings on July 6 and August 3 and reviews future opportunities for ESCOG engagement and update on the status of the Eastern Sierra Sustainable Recreation Coordinator and Mono County.

Board Member John Wentworth outlined the information in the meeting notes from the July 6, 2020 and August 3, 2020 ESSRP Meetings. Mr. Wentworth reported that Governor Newsom and President Trump had recently announced that a Memorandum of Understanding (MOU) titled the Agreement for Shared Stewardship of California's Forests and Rangelands had been developed, and discussed the details of the MOU. He said that Eastern Sierra Sustainable Recreation Coordinator Matt Paruolo's position may be moved to Mono County and reported that the Town was in negotiations with Mammoth Lakes Recreation (MLR) with regard to restructuring. Mr. Wentworth gave an update on the Visitor Connection Group and announced that their next meeting would be held on August 20th.

Board Member Lynda Salcido returned to the meeting at 10:14 a.m.

There was discussion among members of the Board.

12. Update and Brief Presentation on the Prop 68/Sierra Nevada Conservancy's "Sustainable Recreation and Tourism Initiative" Grant, administered by the Town of Mammoth Lakes on behalf of regional partners.

Board Member John Wentworth gave an update on the Sustainable Recreation and Tourism Initiative Grant and reported that the initiative had gone digital. Mr. Wentworth encouraged the members of the Board to have their constituents submit projects for consideration. He emphasized the importance of the messaging and spoke about climate change.

There was discussion among members of the Board.

13. Introductions and Brief Presentation from the Innovative Financing for National Forest (IFNF) grant program: "Inyo National Forest Campgrounds: Business Plan".

- a. **Jeff Lerner - US Endowment for Forestry and Communities**
- b. **Jonas Epstein - USFS National Partnership Office**
- c. **Spencer Plumb, PHD - National Forest Foundation**
- d. **Laura Drescher - Senior Associate, Environment Quantified Ventures**
- e. **John "Pancho" Smith - Acting Forest Supervisor Inyo National Forest**

This item was taken out of order.

Supervisor Stacy Corless left the meeting at 9:13 a.m.

Board Member John Wentworth introduced Quantified Ventures (QV) Senior Associate Laura Drescher.

U.S Endowment for Forestry and Communities Senior Advisor/Consultant Jeff Lerner introduced himself. Mr. Lerner outlined the information in the Innovative Finance for National Forests Grant Program and Inyo National Forest Campground Business Plan PowerPoint.

National Forest Foundation (NFF) Conservation Finance Program Manager Spencer Plumb introduced himself and spoke about the purpose of NFF. Mr. Plumb spoke about the IFNF program.

QV Director Seth Brown introduced himself and described the services that QV provided and the industries that they partnered with.

Ms. Drescher discussed the scope of the program and spoke about potential financing strategies.

There was discussion between Mr. Lerner, Mr. Plumb, QV staff and members of the Board.

14. Discussion regarding Grant Opportunities, including USDA Rural Development Rural Business Development Grants (RBDG).

Board Member John Wentworth reported that there were economic development resources available for rural communities through the RBDG.

Inyo County Chief Administrative Officer Clint Quilter announced that Inyo County had applied for, and he thought received, a \$50,000 RBDG and reported that the funds would be allocated toward the Small Business Development Center that the County had been putting money away for over the past few years.

15. Board Member/Agency Reports

a. Update on Bishop Eastern Sierra Regional Airport (BIH) Air Service.

Inyo County Chief Administrative Officer Clint Quilter gave an update on the Bishop Eastern Sierra Regional Airport (BIH) Air Service. Mr. Quilter said that he appreciated the assistance he had received from TOML Public Works Director Grady Dutton and TOML Town Manager Dan Holler with regard to initiating commercial flights in Bishop.

Board Member John Wentworth reported that TOML had a received a CARES Act Grant which would be used for infrastructure improvements and updates at the Mammoth Yosemite Airport.

b. Update on housing initiatives

Board Member Jeff Griffiths gave an update on the Silver Peaks project in Bishop and discussed the Project Home Key program.

Board Member Jim Ellis reported that new home construction had started at the old nursery site in Bishop and discussed the conversion of an old office building into housing.

Mr. Wentworth announced that the Town had been awarded a sizeable grant to be used for The Parcel and gave an update on The Parcel project.

Board Member Bob Gardner gave an update on the Tioga Inn project and reported that there were some small housing projects in the works in June Lake.

Mr. Quilter announced that Inyo County had received a \$75,000 Technical Assistance Grant from No Place Like Home (NPLH). He reported that \$50,000 had been allocated to the Silver Peaks project and said that the County entered into a Memorandum of Understanding (MOU) with Mammoth Lakes Housing (MLH) for development of a home rehabilitation program with the remaining \$25,000.

c. Other

Mr. Wentworth gave an update on visitation in Mammoth, reported on the Trail Host Program, and spoke about joint efforts with Mammoth Resorts in preparation for winter. He said that he hoped there would be a Community Meeting in October to advise the community about what to expect in Town this winter due to the effects of COVID-19. He said there would be a coordinated message between Mammoth Lakes Tourism (MLT) and the Town. Mr. Wentworth said that he wanted to avoid a situation with winter recreation having a capacity of only 15,000 people but ending up with 25,000 to 40,000 people in Town. Mr. Wentworth reported that Dr. Boo had reached out to County Health Officers in other ski areas to gather ideas on managing winter recreation and visitation.

Board Member Lynda Salcido reported that she had been working with Mono County Public Health and discussed the health and economic concerns related to COVID and visitations in the region.

Town Manager Dan Holler discussed the Town's outreach efforts in the community including the setup of a temporary ticket booth from the ski area by the Visitor Center to provide information to visitors and placement of portable restrooms in Town on Old Mammoth Road and Main Street. He reported that the trolley system for the Lakes Basin had very busy and announced that service would be extended through at least Labor Day. He discussed the Town's coordination with law enforcement agencies including the Forest Service and County and reported an increase in citations. Mr. Holler spoke about winter bussing capacity as a result of COVID social distancing requirements.

Mr. Gardner reported that the Chamber of Commerces and non-profits in Mono County had stepped up to help provide dumpsters, portable restrooms and an information desk for visitors.

Vice Chair Karen Schwartz reported that the City of Bishop had an increase in COVID-19 cases and anticipated Inyo County being added to the monitoring list. Ms. Schwartz spoke about housing issues and solutions for the homeless population. She said that the City of Bishop kicked off their Caltrans Grant, had community meetings regarding rezoning of downtown Bishop from commercial zones to residential zones, and discussed increasing pedestrians and bicycle use.

Mr. Griffiths reported that South Lake Road was being redone and said that the Bureau of Land Management (BLM) had looked at a management plan for Alabama Hills to assist with dispersed camping issues. He reported on the COVID-19 outbreak at the Bishop Care Center and reported that there had been three fatalities and several positive cases at the facility, in addition to an increased spread throughout the community. He acknowledged the efforts of Inyo County Counsel Marshall Rudolph and Deputy County Counsel Grace Chuchla for their enforcement action against one of the road businesses in the County. Mr. Griffiths said that overall Inyo County was in compliance with COVID guidelines and said that he was proud of his community.

There was discussion between Mr. Holler and members of the Board.

16. Request for future agenda items

There were no requests for future agenda items.

Mr. Holler discussed the process going forward with regard to creating future agendas.

There was discussion between Mr. Holler and members of the Board.

17. Adjournment

The meeting was adjourned at 10:51 a.m. to the next regular meeting on October 16, 2020 at 8:30 a.m.



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Vacant
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

To: JPA Members, Eastern Sierra Council of Governments (ESCOG or JPA)

From: Janet Dutcher, Mono County Director of Finance

Date: October 16, 2020

Re: ESCOG Financial Statements

The purpose of this agenda item is to present the ESCOG financial statements and financial transactions for the following time periods:

- Actual results from inception through June 30, 2020.
- Actual results for the first three months of fiscal year ending June 30, 2021.
- Projected results for the fiscal year ending June 30, 2021

Altogether, three sets of financial statements are presented, each with a balance sheet and an income statement. The balance sheet shows the assets, liabilities, and fund balance of the agency for a specific date in time. The income statement shows the results of transactions for the period. The income statement also includes a comparison of actual results against the budget adopted by your board for each of the two fiscal years.

Currently, the agency has enough liquidity through December 31, 2020, to pay its obligations. On January 1, 2021, I anticipate the need to invoice member agencies for the fiscal year 2020-21 contributions, as budgeted. As of now, there is no obligation to engage an outside auditor to audit the accounts of ESCOG.

If this year's spending follows the adopted budget, I anticipate the agency will have a carryover fund balance of \$32,541, primarily resulting from budgetary savings in the fiscal year ended June 30, 2020. However, this is subject to change dependent upon the hiring of an Executive Director and any project costs not budgeted at this time but that could be incurred in the later half of this fiscal year.

EASTERN SIERRA COUNCIL OF GOVERNMENTS

Balance Sheet

At June 30, 2020, September 30, 2020, and Projected to June 30, 2021

UNAUDITED

	Actual June 30, 2020	Actual September 30, 2020	Projected June 30, 2021
On Deposit with Mono County Investment Pool	\$ 66,241	\$ 62,909	\$ 32,541
Accounts payable	\$ 3,332	\$ 116	-
Fund Balance	62,909	62,793	32,541
	<u>\$ 66,241</u>	<u>\$ 62,909</u>	<u>\$ 32,541</u>

EASTERN SIERRA COUNCIL OF GOVERNMENTS

Income Statement (with budget to actual)

For the year ended June 30, 2020

UNAUDITED

	Budget	Actual	Favorable (Negative) Variance
Revenues			
Interest	\$ -	\$ 423	\$ 423
Member contributions			
Bishop	16,500	16,500	-
Mammoth Lakes	16,500	16,500	-
Inyo	16,500	16,500	-
Mono	16,500	16,500	-
<i>Total Revenues</i>	<u>66,000</u>	<u>66,423</u>	<u>423</u>
Expenditures			
Clerk	20,000	-	20,000
Legal	2,500	3,332	(832)
Fiscal	1,200	-	1,200
Insurance	1,000	-	1,000
Miscellaneous	800	182	618
Contingency (reserve)	40,500	-	40,500
<i>Total Expenditures</i>	<u>66,000</u>	<u>3,514</u>	<u>62,486</u>
Total Revenues Over (Under) Expenditures	-	62,909	<u>\$ 62,909</u>
Fund Balance, Beginning	-	-	
Fund Balance, Ending	<u>\$ -</u>	<u>\$ 62,909</u>	

EASTERN SIERRA COUNCIL OF GOVERNMENTS

Income Statement (with budget to actual)

For the Three months and Twelve months (projected) ended September 30 and June 30, 2020

UNAUDITED

	<i>Three months ended September 30, 2020</i>			Projected thru June 30, 2021
	Budget	Actual	Favorable (Negative) Variance	
Revenues				
Interest	\$ -	\$ -	\$ -	\$ 620
Member contributions				
Bishop	5,000	-	(5,000)	5,000
Mammoth Lakes	10,000	-	(10,000)	10,000
Inyo	10,000	-	(10,000)	10,000
Mono	10,000	-	(10,000)	10,000
Total Revenues	<u>35,000</u>	<u>-</u>	<u>(35,000)</u>	<u>35,620</u>
Expenditures				
Executive Director	25,000	-	25,000	25,000
Clerk	20,000	-	20,000	20,000
Legal	10,000	-	10,000	9,996
Fiscal	5,000	-	5,000	4,992
Insurance	10,000	-	10,000	1,000
Miscellaneous	5,000	116	4,884	5,000
Contingency (reserve)	1,000	-	1,000	-
Total Expenditures	<u>76,000</u>	<u>116</u>	<u>75,884</u>	<u>65,988</u>
Total Revenues Over (Under) Expenditures	<u>(41,000)</u>	<u>(116)</u>	<u>\$ 40,884</u>	<u>(30,368)</u>
Fund Balance, Beginning	<u>41,000</u>	<u>62,909</u>		<u>62,909</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ 62,793</u>		<u>\$ 32,541</u>

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ELAINE
KABALA FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

INTRODUCTION

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for the administrative services of Elaine Kabala (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to ESCOG, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by ESCOG to the Contractor to perform under this Agreement will be made by the Chair of the ESCOG, or Dan Holler, whose title is Town Manager, Town of Mammoth Lakes. Requests to the Contractor for work or services to be performed under this Agreement will be based upon legislative actions taken by the ESCOG or by the ESCOG's need for such services. ESCOG makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by ESCOG under this Agreement. By this Agreement, ESCOG incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if ESCOG should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at ESCOG's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from October 15, 2020 to March 15, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by ESCOG to Contractor for services and work performed under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) (hereinafter referred to as "contract limit"). ESCOG expressly reserves the right

to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. ESCOG PROPERTY.

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

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

8. STATUS OF CONTRACTOR.

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

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

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

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

9. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify ESCOG and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of ESCOG.

10. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

11. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

12. CANCELLATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-one (21) below.

16. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESCOG. Any disclosure of confidential information by Contractor without ESCOG's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

The ability of ESCOG to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESCOG has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

22. NOTICE.

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

ESCOG

Dan Holler c/o Angela Plaisted
P.O. Box 1609
Mammoth Lakes, CA 93546

Contractor

Elaine Kabala

Address
City and State

23. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ELAINE
KABALA FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

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

ESCOG

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Counsel for ESCOG

APPROVED AS TO ACCOUNTING FORM:

ESCOG Fiscal Services

ATTACHMENT A

AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ELAINE KABALA FOR THE PROVISION OF ADMINISTRATIVE SERVICES

TERM:

FROM: October 15, 2020 TO: March 15, 2021

SCOPE OF WORK:

The consultant will provide the following services:

1. Executive and Administrative services consisting of
 - a. Providing oversight of all relevant and necessary activities supporting the Eastern Sierra Council of Governments (ESCOG) through oral and written communication;
 - b. Ensuring high quality management and staff support of ESCOG meetings, including managing agenda preparation, coordinating with all interested parties and their legal counsel, to running and overseeing ESCOG meetings;
 - c. Coordinating with ESCOG member staff and committee representatives on staff reports or other business;
 - d. Lead ESCOG through periodic budget assessments and budget reviews, incorporating short term and long-range planning.
 - e. Manage and provide executive oversight on ESCOG project expenditures.
2. Grant writing services consisting of:
 - a. Identification, research, and reporting of State, Federal and non-profit grant opportunities that align with ESCOG goals and priorities;
 - b. Grant coordination activities that may be required to qualify for various grants, such as public outreach, noticing or other requirements;
 - c. Grant writing and submission;
 - d. Coordination with each jurisdiction of the ESCOG if required;
 - e. Grant management and administration upon award.
3. Research and reporting to the Board on current regional programs for the ESCOG to engage with including those identified as priorities for the ESCOG such as/but not limited to:
 - a. CA Fire Safe Council Funding Opportunities for Regional Wildfire Mitigation Coordinators through the State of California
 - b. The Eastern Sierra Sustainable Recreation Partnership (ESSRP)
 - c. The Sustainable Recreation and Tourism Initiative (SRTI)
4. Assistance, as needed or required, to establish infrastructure for ESCOG to be a self-sustaining organization for regional community and economic development, such as identification of grant opportunities for housing, transportation, and broadband services.

ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND ELAINE
KABALA FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

TERM:

FROM: October 15, 2020 TO: March 15, 2021

SCHEDULE OF FEES:

Contractor shall bill at a rate of \$65 per hour for all work performed under this Contract

ELAINE M KABALA

860 STARLITE DRIVE | BISHOP CALIFORNIA | emkabala@gmail.com

October 3, 2020

The Honorable Chair Stacy Corless
PO Box 715
Bridgeport, CA 93517

The Honorable Vice Chair Karen Schwartz
377 West Line Street
Bishop CA, 931514

The Honorable Supervisor Bob Gardner
PO Box 564
June Lake, CA 93541

The Honorable Supervisor Jeff Griffiths
199 Edwards St.
Bishop, CA93514

The Honorable Councilman Jim Ellis
377 West Line Street
Bishop CA, 931514

The Honorable Councilman Lynda Salcido
P.O. Box 8105
Mammoth Lakes, CA 93546

The Honorable Supervisor Dan Totheroh
215 Arcturus Circle
Bishop, CA93514

The Honorable Councilman John Wentworth
P.O. Box 100 PMB# 234
Mammoth Lakes, CA 93546

Dear Chair Corless and Eastern Sierra Council of Governments Members,

It is with great enthusiasm that I submit my qualifications for the provision of Administrative Services for the Eastern Sierra Council of Governments for your consideration.

I am an Eastern Sierra native, and for the past eight years, it has been my privilege to serve the Inyo County and the City of Bishop Planning Departments. Working in the Planning Department of both organizations has allowed me to gain a regional perspective on the planning and economic development constraints, needs, opportunities, and strategies of the Eastern Sierra. These positions have also provided me insights and familiarity with the role and function of government in solving region specific problems. These positions have allowed me to build relationships throughout the region with key partners and stakeholders, such as the U.S. Forest Service and the Los Angeles Department of Water and Power. Working within the City of Bishop, I manage and oversee all planning activities, demonstrating my capabilities in administrative management for government processes and policies, including: ~~experience with Board and Council staff reports, presentations and record~~ management; public finance; public process administration; coordination across agencies and departments, including consultation with legal representation; and public outreach.

My career prior to returning to the Eastern Sierra also shaped my qualifications to provide administrative services for the Eastern Sierra Council of Governments (ESCOG). My resume (enclosed) includes work with private developers focusing on resort and re-

use developments, national and international consulting experience (including visitor destination consulting), interjurisdictional strategic planning, and provision of administrative services for six different cities in the wake of redevelopment agency disbandment in California.

During my tenure at the City of Bishop, I have been granted the opportunity to practice a methodical process for project planning, financing and implementation – experience that will segue neatly into the long term goals of the ESCOG Joint Power Authority. Since joining the City of Bishop team, I have identified and written approximately \$5 million in non-match grants, approximately \$1.5 million of which has been successfully awarded, and approximately \$2.6 million of which is under consideration. Each of these grant applications was built on a foundation of demonstrated community need, public outreach, and strategic plan development, which I believe is essential to successful grant awards.

As stated above, I humbly submit my qualifications with great enthusiasm. It would be an honor and a privilege to assist the ESCOG in pursuing the regional community development goals and needs of the Eastern Sierra, and work to secure the resources needed to better the future of our beautiful, historic, and unique region.

Please feel welcome to contact me with any questions at (323)652-0390 or emkabala@gmail.com.

Yours sincerely,



Elaine Kabala

ELAINE M KABALA

860 STARLITE DRIVE | BISHOP CALIFORNIA | emkabala@gmail.com

EDUCATION

Bachelors of Science, City and Regional Planning
California Polytechnic State University, San Luis Obispo, 2007

EMPLOYMENT HISTORY

City of Bishop | Associate Planner and Economic Development Coordinator | 2016 - present
Responsible for all long-range and current planning projects for the City of Bishop, including economic development activities, real estate negotiations for affordable housing with the City of Los Angeles Department of Water and Power (LADWP), interagency coordination, and grant writing. I identified funding for long-range planning activities including development of a mixed-use (form-based code) overly zone and downtown specific plan, and other strategic policy development. Most relevantly, I developed and facilitated community meetings to build consensus around key community development strategies and pursued specific grant opportunities to implement projects, including interdepartmental grants for safety, housing, transportation, and parks projects. During my tenure with the City of Bishop I have written and administered planning and implementation grants through the California Natural Resources Agency (Prop 68), the California Department of Transportation (Sustainable Communities Grant and Active Transportation Grant), California Housing and Community Development (CDBG, SB2, LEAP), Environmental Protection Agency (Sustainable Community Grant), California States Parks (Prop 68), LADWP community benefit grants, the National Endowment for the Arts (Our Town Grant), and the Sierra Business Council (Inyo County Visitors Impact Study) totaling approximately \$5 million, with \$1.5 million awarded (approximately \$2.6 million pending consideration).

Inyo County Planning Department | Associate Planner | 2013 – 2016

Managed current and long-range regional planning projects, including CEQA and NEPA management, and interagency coordination for regional projects, such as oversight of the proposed Adventure Trails project and collaboration with Mono County on proposed endangered species listings. Responsibilities also included analysis and federal coordination for the proposed Yucca Mountain Nuclear Waste Facility, grant writing and administration for grants available through Caltrans Sustainable Community Grants, Southern California Edison, and the California Public Utilities Commission.

Kosmont Companies | Project Analyst | 2012 - 2013

Served as administrative staff for the Designated Local Authority for six California Cities following statewide disbandment of redevelopment agencies. Responsibilities including transferring the charges of the former Redevelopment Agency to the Successor Agency, financial analysis and projections, administrative coordination with Oversight Boards, Cities, Counties and State Agencies, preparation of Recognized Obligation Payments Schedules, preparation of Due Diligence Reviews and Property Management Plans, with a focus on implementing the redevelopment plan to the greatest extent possible under State legislation. Please see www.kosmont.com

Lauren Schlau | Destination Marketing and Economic Impact Consultant | 2012 - 2013

Conducted analysis of tourism demographics and economic impact for several clients in Southern California, including the Los Angeles and Santa Monica Visitors Bureaus. Responsibilities included development of visitor surveys, data collection, and quantitative analysis of visitor profiles, such as activity, lodging, and spending trends. Please see www.lsconsult.com

HOK | Planner | 2008-2012

Developed strategic real estate portfolio plans, including master plans, campus plans, market analysis and brand consulting for public and private entities. Clients included; the Doha International Airport in Qatar; the King Abdullah University of Science and Technology (KAUST) in Saudi Arabia; the National Oceanic and Atmospheric Administration in Honolulu, HI; the U.S. Department of the Interior in Minneapolis, MN, Denver, CO, and Grand Junction CO; the U.S. Department of Justice and Administrative Office of U.S. Courts for the districts of Southern Florida, Colorado, and Illinois; the U.S. Department of Health and Human Services, Seattle, WA; SeaTac International Airport, WA; Napa County, CA; the Los Angeles Department of Water and Power Real Estate Strategy for the Los Angeles Basin, CA; Northrop Grumman, Sunnyvale, CA; American Forces Network and MarchLife Health Care campus, March Air Force Base, Moreno Valley, CA; and Farmer's Insurance Headquarters, Los Angeles, CA. Please see www.hok.com

VOLUNTEER ACTIVITIES

Eastern Sierra Artists Board, Secretary | 2018 – present

Revitalized the Bishop Mural Society and expanded the mission of community revitalization through art to establish the First Friday Markets and the C5 Community Arts Center.

Eastern Sierra Leadership Program | 2016 - present

Co-organize the Sierra Leadership Class sponsored by the Bishop Chamber of Commerce and Sunrise Rotary Club, including coordinating presentations, panels, and activities for sessions focusing on media and art in the Eastern Sierra.

Bishop Chamber of Commerce Façade Improvement Grant Program | 2015 – present

Co-founded the Façade Improvement Program, including assisting with all elements of administration. The program has to date provided approximately \$30,000 in donor funding towards commercial district façade improvements, which have been in turned been leveraged to realize significant additional investments in business improvements.

City of Bishop Economic Development Element Working Group | 2015

Served on advisory group for development of the City of Bishop's General Plan Economic Development Element Update, with an ongoing role on the downtown revitalization focus group tasked with plan implementation.

Warren Street Community Revitalization Project | 2013 - 2015

Assisted the City of Bishop Public Works Department and the Warren Street Focus Group solicit community input for streetscape improvements in the City of Bishop in order to create a secondary, pedestrian oriented Main Street to increase the attractiveness of the downtown for visitors and residents.

LA River Revitalization Corporation | Los Angeles, CA | 2012

Provided urban planning consulting to the Los Angeles River Revitalization Corporation, a non-profit economic development corporation implementing the restoration of the 53 mile-long, inter-jurisdictional river as a central park and stormwater capture infrastructure for the Los Angeles area.

CONTINUING EDUCATION

RECon Las Vegas, International Council of Shopping Centers | 2016

California Association for Local Economic Development Annual Training Conference | 2015

U.S. Environmental Protection Agency Brownfields Annual Training Conference | 2015

Marketing and Branding Certification Program | Wharton School of Business | 2015

AWARDS and RECOGNITIONS

American Institute of Architects Recognition Award - 2011

U.S. Green Building Council Emerging Talent Award - 2010

California Chapter of the American Planning Association Award of Excellence - 2008

California Planning Federation Award of Excellence – 2007

INTERESTS and HOBBIES

Urban design, architecture and landscape architecture, travel, art, rock climbing and mountaineering, equestrianism (including mule packing), skiing (cross-country and downhill), ornithology, geology, and gardening.

ELAINE M KABALA

SCOPE OF WORK

The consultant will provide the following services:

1. Executive and Administrative services consisting of
 - Providing oversight of all relevant and necessary activities supporting the Eastern Sierra Council of Governments (ESCOG) through oral and written communication;
 - Ensuring high quality management and staff support of ESCOG meetings, including managing agenda preparation, coordinating with all interested parties and their legal counsel, to running and overseeing ESCOG meetings;
 - Coordinating with ESCOG member staff and committee representatives on staff reports or other business;
 - Lead ESCOG through periodic budget assessments and budget reviews, incorporating short term and long-range planning.
 - Manage and provide executive oversight on ESCOG project expenditures.
2. Grant writing services consisting of:
 - Identification, research, and reporting of State, Federal and non-profit grant opportunities that align with ESCOG goals and priorities;
 - Grant coordination activities that may be required to qualify for various grants, such as public outreach, noticing or other requirements;
 - Grant writing and submission;
 - Coordination with each jurisdiction of the ESCOG if required;
 - Grant management and administration upon award.
3. Research and reporting to the Board on current regional programs for the ESCOG to engage with including those identified as priorities for the ESCOG such as/but not limited to:
 - CA Fire Safe Council Funding Opportunities for Regional Wildfire Mitigation Coordinators through the State of California
 - The Eastern Sierra Sustainable Recreation Partnership (ESSRP)
 - The Sustainable Recreation and Tourism Initiative (SRTI)
4. Assistance, as needed or required, to establish infrastructure for ESCOG to be a self-sustaining organization for regional community and economic development, such as identification of grant opportunities for housing, transportation, and broadband services.

ELAINE M KABALA

SCHEDULE OF FEES

Hourly Rate and Assumptions*	
\$65.00/hour	
Estimated up to 60 hours per month	
Total	\$3,900.00 per month**, not to exceed \$50,000/year
Travel and Lodging	\$0.00
Overhead and benefits	\$0.00
Total	\$46,800 annually

*Subject to increase based on increases in Scope of Work if agreed to by all parties.

** Not to exceed \$50,000 per year, unless agreed to by all parties.

RESOLUTION NO. 20-__

RESOLUTION OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO ESTABLISH A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG: SUSTAINABLE RECREATION AND FOREST MANAGEMENT PROGRAM” AND TO SEEK APPROVAL FROM MEMBER AGENCIES FOR THIS WORK

WHEREAS, the natural splendors and the natural resources of the Eastern Sierra are unique in the world, and the four member agencies of the Eastern Sierra Council of Governments are committed stewards of her many wonders and are humbled to call this unique place home; and

WHEREAS, the natural splendors and the natural resources of the Eastern Sierra make possible sustainable recreation and sustainable tourism activities that are the foundation of the cultures and economies of the four member agencies of the Eastern Sierra Council of Governments; and

WHEREAS, on July 19, 2018 and inspired by management planning efforts on the Inyo National Forest, Mono County and the Town of Mammoth Lakes and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, formalized a non-funded Challenge Cost-Share Agreement establishing the Eastern Sierra Sustainable Recreation Partnership, a public-public partnership “...to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities”; and

WHEREAS, the following Eastern Sierra jurisdictions have subsequently voted to join the Eastern Sierra Sustainable Recreation Partnership: Alpine County, California on August 20, 2019; the City of Bishop, California on September 9, 2019; and Inyo County, California October 8, 2019; and

WHEREAS, on March 7, 2019, the Sierra Nevada Conservancy’s Governing Board, an agency of the State of California, authorized \$618,750 of Proposition 68 funds for the “The Eastern Sierra Sustainable Recreation Partnership: Sustainable Recreation and Tourism Initiative.” The Governing Board’s action demonstrated a first of its kind and pioneering investment in California’s rural outdoor recreation economy and the natural resources that make it possible; and

WHEREAS, on October 21, 2019, the final Record of Decision for the Inyo National Forest Management Plan was signed, one of the first U.S. Forest Management Plans in the nation to be completed under the requirements of the 2012 Planning Rule, and informed by regional efforts such as the Eastern Sierra Recreation Collaborative supported by the National Forest Foundation; and

WHEREAS, on November 22, 2019, the National Park Service Rivers, Trails and Conservation Assistance Program awarded a grant to "...to convene, facilitate and report on a gathering of the superintendents of the above-identified NPS units (Death Valley National Park, Devils Postpile National Monument, Manzanar National Historic Site, Sequoia & Kings Canyon National Parks and Yosemite National Park) and to determine their willingness, either as individual units or as a group, to join the Eastern Sierra Sustainable Recreation Partnership and to work with local communities to benefit America's public-lands experience in Eastern California"; and

WHEREAS, on January 30, 2020, the Sierra Nevada Conservancy's Regional Forest and Fire Capacity Program (RFFCP) authorized \$179,300 in CCI funds for work in Mono, Inyo and Alpine Counties to develop a regional priority plan to improve ecosystem health and fire resiliency and build capacity and provide technical assistance consistent with recommendations of the California Forest Carbon Plan, of which the foremost regional priority project, the "Eastern Sierra Climate and Communities Resilience Project" is already underway; and

WHEREAS, on March 5, 2020 and in recognition of the escalating hazard that wildfire poses to mountain communities and their associated economic dependence on recreational opportunities, the Sierra Nevada Conservancy's Governing Board, an agency of the State of California, authorized \$339,534 of Forest Health Proposition 1 and Proposition 68 funds for "The Eastern Sierra Climate and Communities Resilience Project", an early and pro-active planning effort encompassing approximately 55,000 acres on Inyo National Forest lands surrounding the Town of Mammoth Lakes in Mono and Madera counties that will foster stakeholder involvement, define project goals and objectives, identify long term needs for success at this scale, develop proposed actions, and build support for a landscape-scale planning and implementation project that will result in forest health and fuels reduction treatments across the project's 55,000-acre planning area, thereby prioritizing forest health as a fundamental component of sustainable recreation in the region; and

WHEREAS, on May 18, 2020, the U.S. Endowment for Forestry and Communities and the National Forest Foundation awarded \$150,000 for the "Inyo National Forest (California/Nevada) Campgrounds Business Plan" one of ten national awards to support the development of finance models as part of the "Innovative Finance for National Forests Grant Program" that seeks to leverage private sector capital to support resilience of the National Forest System and surrounding lands which, in collaboration with Quantified Ventures, will develop a business plan that evaluates needs for campgrounds, identifies potential sources of funding through cost-sharing partnerships, and proposes finance options to address an estimated \$70 million funding gap for campground upgrades in California's recreation rich Eastern Sierra; and

WHEREAS, on August 4, 2020, the Great American Outdoors Act was signed into law, which will “...establish, fund, and provide for the use of amounts in a National Parks and Public Land Legacy Restoration Fund to address the maintenance backlog of the National Park Service, the United States Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and the Bureau of Indian Education, and to provide permanent, dedicated funding for the Land and Water Conservation Fund, and for other purposes...” all of which are of interest to the Eastern Sierra; and

WHEREAS, on August 12, 2020, the State of California and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, entered into an “Agreement for Shared Stewardship of California's Forests and Rangelands,” citing multiple mutual benefits including specifically healthy forests and Sustainable Recreation that are interdependent interests of the Eastern Sierra, including: “...healthy forests will improve climate resilience and reduce the risk of catastrophic wildfire, safeguard water quality and air quality, protect fish and wildlife habitat, enhance biological diversity, sequester carbon, improve recreational opportunities, and generate good jobs and economic opportunities”; and,

WHEREAS, on February 14, 2020, Eastern Sierra Council of Governments convened as a Joint Powers Authority for the first time and elected its officers including Stacy Corless of Mono County as Chair and Karen Schwartz of the City of Bishop as Vice Chair; and

WHEREAS, during the fire season of 2020, California and the Eastern Sierra endured an oppressive fire season of unprecedented severity exacerbated by climate change, during which, and according to CALFIRE, wildfires acres burned have more than doubled the previous State record of 1.7 million acres set in 2018 and contain therein three of the top five largest wildfires in State history, underscoring the reality that climate adaptation actions are needed now in order to steward healthy forests that provide irreplaceable ecosystem services and sustain the vibrant recreation economy of the Eastern Sierra; and

WHEREAS, beginning in the early months of calendar year 2021, a number of opportunities will come forward from the aforementioned efforts that may specifically benefit residents of the Eastern Sierra and their visitors and for which the Eastern Sierra Council of Governments and its Joint Powers Authority were uniquely intended.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Sierra Council of Governments as follows:

That a program to be known as the “ESCOG: Sustainable Recreation and Forest Management Program” be established and pursued by the Eastern Sierra Council of Governments using its Joint Powers Authority.

That the ESCOG: Sustainable Recreation and Forest Management Program shall seek to integrate responsible forest management, natural resources conservation, sustainable outdoor recreation, and economic development using the best available science and in such a way as to strengthen and inspire all communities in the Eastern Sierra in their pursuits of resilience and sustainability through the functional alignment of partner agencies in pursuit of identified projects.

That, in carrying out these activities, the ESCOG: Sustainable Recreation and Forest Management Program shall be empowered to apply for, pursue, and administer grants and other sources of revenue from state, federal, private, ESCOG member agency, and civic sources to finance projects; retain contractors and hire staff; make recommendations about project feasibility and implementation; enter into long term contracts; engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities, provided, however, that the ESCOG Sustainable Recreation and Forest Management Program shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue.

That representatives of the four ESCOG jurisdictions return to their respective governing bodies to seek and secure support for the necessary approvals from each member agency for the ESCOG to pursue this important work.

That the legal counsel for the ESCOG work with member agency's staff to draft appropriate agenda items to either approve or deny the ESCOG's pursuit of this important program consistent with the authorities already retained by the ESCOG.

APPROVED AND ADOPTED THIS 16th day of October 2020.

STACY CORLESS, Chair

ATTEST:

ANGELA PLAISTED, Clerk