



**Eastern Sierra Council of Governments (ESCOG)
Joint Powers Authority Agenda**

Wednesday, April 24, 2024, 8:30 a.m.

Dual Locations: Bishop Council Chambers and Mammoth Lakes Council Chambers

Bishop Council Chambers 377 West Line Street, Bishop, CA 93514

Mammoth Lakes Council Chambers 437 Old Mammoth Rd., Ste Z Mammoth Lakes, CA 93546

Members of the Board

Mono County Supervisor Bob Gardner - Chair, City of Bishop Councilmember Stephen Muchovej - Vice Chair, Inyo County Supervisor Jeff Griffiths, Inyo County Supervisor Trina Orrill, Mono County Supervisor Lynda Salcido, Town of Mammoth Lakes Mayor John Wentworth, Town of Mammoth Lakes Councilmember Chris Bubser, City of Bishop Councilmember Karen Schwartz

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Assistant Clerk at (760) 965-3615. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the ESCOG website at www.escog.ca.gov subject to staff's ability to post the documents before the meeting.

NOTE: You may watch this meeting on the Town of Mammoth Lakes' (TOML) website at <https://pub-townofmammothlakes.escribemeetings.com/?Year=2024>, via Zoom or on TOML's local government cable channel 18.

Public comments may be submitted to the ESCOG Clerk at clerk@townofmammothlakes.ca.gov before and during the meeting or may be made via Zoom or in person.

ZOOM INFORMATION

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

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

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

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.

4. CONSENT AGENDA

4.1 Approve the minutes of the Regular Meeting of February 28, 2024

4.2 Inyo Mono Broadband Consortium Activities Report

4.3 Eastern Sierra California Jobs First Activities Report

5. POLICY MATTERS

5.1 Approve: 1) First Amendment to Consultant Services Agreement #SBC-2023111_ESCOG, and 2) Second Amendment to Consultant Services Agreement #SBC-2023111_ESCOG

5.2 Approve Contract Agreement Between the Eastern Sierra Council of Governments and Celeste Berg Consulting, LLC for the Provision of Administrative Services

5.3 Approve Contract Agreement Between the Eastern Sierra Council of Governments and Kate Morley for the Provision of Administrative Services

5.4 Discuss Member Agency Contribution Allocations and Provide Direction to Staff

5.5 Executive Director Update Report

6. BOARD MEMBER/AGENCY REPORTS

Informational reports from Member Agency representatives on committees, commissions, and organizations; general reports on Board Member activities

7. REQUEST FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The ESCOG will adjourn to the next regular meeting scheduled to be held on June 26, 2024.



Eastern Sierra Council of Governments (ESCOG) - Joint Powers Authority (JPA)

Minutes of Regular Meeting

February 28, 2024, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, Board Member Stephen Muchovej

1. **CALL TO ORDER AND ROLL CALL**

The Chair called the meeting to order at 8:38 a.m. in the Council Chamber, 437 Old Mammoth Road, Mammoth Lakes.

2. **PLEDGE OF ALLEGIANCE**

Board Member Lynda Salcido led the Pledge of Allegiance.

3. **PUBLIC COMMENTS**

Town of Mammoth Lakes (TOML) Town Manager Dan Holler thanked the ESCOG for the work they had done over the years and announced that he was retiring effective tomorrow and that TOML Admin Services/Finance Director Rob Patterson would step into the position of Town Manager effective March 1, 2024.

Board Member Chris Bubser joined the meeting at 8:40 a.m.

4. **CONSENT AGENDA**

Moved by Board Member Lynda Salcido
Seconded by Board Member Karen Schwartz

Approve the Consent Agenda.

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

4.1 **Approve the minutes of the Regular Meeting of December 14, 2023**

4.2 **Adopt a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Adopting Modifications to the Conflicts of Interest Code as Proposed by the Fair Political Practices Commission**

4.3 **Adopt 2024 ESCOG Meeting Calendar**

4.4 **Correspondence: Golden State Finance Authority Grant Advance Repayment Letter**

5. **POLICY MATTERS**

5.1 **Introduce Tyrone Grandstrand, Mono County Housing Opportunities Manager**

Mono County Housing Opportunities Manager Tyrone Grandstrand introduced himself, provided his background information and discussed some of the projects he had worked on since starting in his position with the County.

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

5.2 **Receive an Update from Rob Patterson, Mammoth Lakes Admin Services/Finance Director, on the Eastern Sierra Air Alliance**

TOML Admin Services/Finance Director Rob Patterson provided an update on potential changes to the governance structure of the Eastern Sierra Air Alliance and discussed potential funding options, expansion, education, and public outreach.

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

5.3 Approve the incorporation of the Town of Mammoth Lakes Project List as an Appendix to the Comprehensive Economic Development Strategy (CEDS) and provide direction to determine appropriate process to incorporate specific projects within the CEDS.

TOML Town Manager Dan Holler outlined the information in the staff report.

There was discussion between Mr. Holler, Executive Director Elaine Kabala, and members of the Board.

Staff was given direction to determine the process necessary to have the Economic Development Administration (EDA) accept the project list, and to work with other jurisdictions to develop similar lists.

Moved by Board Member Lynda Salcido

Seconded by Board Member Stephen Muchovej

Approve the incorporation of the Town of Mammoth Lakes Project list as an Appendix to the Comprehensive Economic Development Strategy (CEDS).

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

5.4 Receive an Update Regarding the California Jobs First from Stacy Corless, Sierra Business Council Government and Community Affairs Director and Discuss ESCOG Project Priorities for Submission for Catalyst Funding

The Board went into recess at 9:52 a.m.

The Board reconvened at 10:02 a.m.

Sierra Business Council Government and Community Affairs Director Stacy Corless outlined the information in the California Jobs First Update presentation and announced that there was a High Road Transition Collaborative (HRTC) meeting scheduled to be held on Friday, March 1st in Bishop with a virtual option as well.

Executive Director Elaine Kabala outlined the information in the staff report.

PUBLIC COMMENT:

University of California (UC) Cooperative Extension Economic and Community Development Coordinator Aaron Wilcher discussed the project list from the CEDS versus CA Jobs First and said that he felt they were good opportunities to continue support of the ESCOG in prioritization of projects and invited further discussion on how to do that as a region.

There was discussion between Ms. Corless, Ms. Kabala, Legal Counsel Grace Weitz, and members of the Board.

Staff was given direction to add specific items to the project submission for catalyst funding.

5.5 Accept and File Final Buttermilk Infrastructure and Recreation Initiative Document and Discuss Future ESCOG Engagement

Executive Director Elaine Kabala outlined the information in the staff report and the Final Buttermilk Infrastructure and Recreation Initiative (BIRPI) Document presentation.

There was discussion between Ms. Kabala and members of the Board.

Staff was given direction regarding their engagement with the Consensus Management Group and to help facilitate a working group between the user group and landowners of the BIRPI and to limit their engagement thereafter. It was also requested that staff update the ESCOG website with the completed document and to make it clear on the website that the ESCOG had completed their piece of the project and that the ESCOG had limited scope in just the planning phase of the project and that any ongoing staff engagement with the working group would be limited to encouraging them that implementation lies within that group.

Moved by Board Member Stephen Muchovej

Seconded by Board Member Lynda Salcido

Accept and file the Final Buttermilk Infrastructure and Recreation Planning Initiative.

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

5.6 Approve Contract Amendment No. 2 to the Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of National Environmental Policy Act Services for the Eastern Sierra Pace and Scale Accelerator and Discuss and Discuss Reallocation of CDFW Proposition 1 Grant Funds

Executive Director Elaine Kabala outlined the information in the staff report.

There was discussion between Ms. Kabala and members of the Board.

Staff was given direction to negotiate with California Department of Fish and Wildlife (CDFW) to reposition the CEQA Funding to support expansion into Mono County and to continue working with Whitebark in Inyo County to ensure that the project moves forward in the Owens Valley as well.

Moved by Board Member Stephen Muchovej

Seconded by Board Member John Wentworth

Approve Contract Amendment No. 2 to the Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of National Environmental Policy Act Services for the Eastern Sierra Pace and Scale Accelerator.

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

5.7 Inyo Mono Broadband Consortium Activities Report Provided by Eastern Sierra Regional Broadband Coordinator Scott Armstrong

Board Member John Wentworth left the meeting at 11:17 a.m.

Inyo Mono Broadband Consortium (IMBC) Eastern Sierra Regional Broadband Coordinator Scott Armstrong outlined the information in the ESCOG Broadband Update presentation.

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

5.8 Executive Director Update Report

Executive Director Elaine Kabala outlined the information in the staff report and reminded the members of the Board to submit their Form 700s prior to the April 1, 2024 deadline. Ms. Kabala reported that she had received two proposals for the part-time administrative support position and said the Board may need to hold a special meeting to finalize an employment contract prior to the next regular meeting in April.

There was discussion between Ms. Kabala and members of the Board.

5.9 Call for the Selection of Chair and Vice Chair

There was discussion among members of the Board.

Moved by Board Member Karen Schwartz
Seconded by Board Member Lynda Salcido

Appoint Vice Chair Bob Gardner as the Chair of the Eastern Sierra Council of Governments.

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

Moved by Board Member Karen Schwartz
Seconded by Chair Jeff Griffiths

Appoint Board Member Stephen Muchovej as the Vice Chair of the Eastern Sierra Council of Governments.

For (8): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Carried (8 to 0)

6. BOARD MEMBER/AGENCY REPORTS

Board Member Chris Bubser announced that after ten years of service with the Town of Mammoth Lakes, TOML Town Manager Dan Holler would retire effective tomorrow. Ms. Bubser said that there would be a retirement party tomorrow at 4:00 p.m. at Burgers Restaurant in Mammoth to celebrate him and thanked him for all that he had done for our region.

7. REQUEST FOR FUTURE AGENDA ITEMS

There were no future agenda items requested.

8. ADJOURNMENT

The meeting was adjourned at 11:36 a.m. to the next regular meeting scheduled to be held on April 24, 2024.

Angela Plaisted, Assistant Clerk



**Eastern Sierra Council of Governments (ESCOG)
Joint Powers Authority Agenda**

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Scott Armstrong, Regional Broadband Coordinator
Subject: **Informational Broadband Update**
Meeting date: **April 24, 2024**
Prepared on: April 15, 2024
Attachments: none

The following report provides information and updates associated with the regional broadband activities. I would be happy to discuss these topics or any other broadband-related topics in more detail at your convenience.

General Broadband News:

On March 14, 2024, the FCC changed its definition of “broadband” to mean Internet service with download speeds of at least 100Mbps and upload speeds of at least 20Mbps (100Mbps/20Mbps). This definition will be the threshold for a location to be considered *served* for future grant programs. The federal BEAD program currently considers Internet service speeds less than 100Mbps/20 Mbps and at least 25Mbps/3Mbps to be *underserved*. Grant programs that have already been initiated will continue to consider Internet service speeds less than 25 Mbps/3 Mbps upload as *unserved* unless the programs are formally modified.

I expect the next increase to the *served* threshold within 3-4 years, probably with the broadband definition of symmetrical 250 Mbps or 500 Mbps Internet service. I’m basing the assumption of symmetrical service speeds on the latest USDA ReConnect grant program requirement for the delivered grant speed to be symmetrical 100Mbps service.

Proposed facilities funded by ReConnect must be capable of delivering 100 Mbps symmetrical service to every premises in the Proposed Funded Service Area (PFSA) at the same time. Specifically, this means every premises within the PFSA can receive 100 Mbps downstream and 100 Mbps upstream service at the same time.

Grants Information:

BEAD (Construction and Digital Equity):

On April 4, 2024, the NTIA approved Volume 1 of the State's Initial Proposal for the Broadband Equity, Access, and Deployment (BEAD) program. This volume includes the State's modification to treat DSL and Cellular Fixed Wireless Access service that is available at 100Mbps/20 Mbps or better as *underserved* to allow grant projects to fund future-proof infrastructure. The BEAD program allows project funding for *underserved* locations after all *unserved* locations are funded.

The State's BEAD challenge process will likely begin in May, but we're still waiting to hear the details of how that process will work. I'm expecting a State-developed speed test system that simplifies the process for Internet service customers to run a speed test and submit the speed test data to the Counties.

The State's [Digital Equity Plan was accepted by the NTIA](#) on April 2, 2024. "The [NTIA's Digital Equity] program aims to ensure that all people and communities have the skills, technology, and capacity needed to reap the full benefits of our digital economy." The State was awarded \$4M to implement its plan to address "digital disparities in digital access, skills and affordability across the state."

FFA & Infrastructure Grant (Construction):

We're still expecting information on grant awards by the end of June for the CPUC Last-Mile Federal Funding Account (FFA) applications and the CASF Infrastructure Account applications. There was significant overlap in applications for project areas submitted for these grant programs, and the CPUC is working to determine how best to award funds under each program. There are no Infrastructure Account grant applications for our region, but there are FFA applications for Convict Lake to McGee Creek, June Lake, and Mammoth and the Lakes Basin in Mono County, as well as Aspendell, Starlite, South Lake, Lone Pine, Alabama Hills, and Pearsonville in Inyo County. The FFA program funds last-mile construction.

USDA BTA (Design only):

The network-design Projects for Hammil (Mono County) and Furnace Creek (Inyo County) are in the early stages, with draft Requests for Proposals for network contractors being reviewed.

Middle-Mile Broadband Initiative (MMBI)

Construction in southeastern Inyo to connect Death Valley is in the planning phase, with some conduit being placed as Caltrans conducts road work and road repairs. The purchase of the Digital 395 network is still in progress and is expected to be completed by the end of June 2024. The County Counsels for Inyo, Mono and Kern Counties are working to confirm the details and associated locations of any agreements and property rights that require County approval to be transferred from CBC to the State.

Broadband Strategic Plans:

The *Mono Broadband Strategic Plan* project team will meet in the next few weeks to discuss the various data sets that we have available and how best to present that data in a meaningful format. Types of data available include CPUC *served* and *unserved* numbers by census block, FCC broadband serviceable locations by address with no service or provider data, FCC provider-supplied broadband coverage areas and service speeds by census block, and Measurement Lab speed test data by zip code from August 2020 until the present.

The *Inyo Broadband Strategic Plan* will be based on the contracted Broadband Feasibility Study that was completed recently, and that effort is currently awaiting the return of a key individual in the next few weeks.

Affordable Connectivity Plan (ACP):

April is the last fully funded month for the Affordable Connectivity Plan (ACP). As of April 11, there is no news on whether the federal government will continue to fund the ACP. There have so far been no changes to broadband construction grant programs that require that ACP service plans be included in the services delivered.

Inyo-Mono Broadband Consortium Website: <https://ConnectedEasternSierra.net/>

BUDGET IMPACTS:

None.

LEGAL REVIEW:

Not applicable.

RECOMMENDATION:

None, informational only.



STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Staff
Subject: California Jobs First Update
Meeting date: April 24, 2024
Prepared on: April 17, 2024
Attachments: A) Sierra Jobs First Collaborative Highlights and Insights Book
B) Sierra Jobs First Collaborative Strategy Workshop April 25 and April 26
Agenda

Background:

California Jobs First (formerly the Community Economic Resilience Fund or CERF) is a Statewide Investment in job creation, industrial strategy, and economic development initiatives to create a greener and more equitable economy.

The state is divided into thirteen separate regions, each with its own process. Sierra Business Council (SBC), a Sierra-based nonprofit, was selected as the convener for what the state defined as the "Eastern Sierra" region, comprising the seven counties of Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne.

ESCOG serves as a convening partner to the SBC, coordinating outreach and engagement for Inyo, Mono and Alpine Counties, building partnerships with key industry sector organizations, and assisting with data analysis and strategy development.

Upcoming Engagement Opportunities:

- April 25 and 26 - High Sierra Jobs Collaborative Strategy Workshop, Truckee
- May 7, 11:00 am - Mammoth Lakes Chamber of Commerce Community Co-Facilitated Community Workshop, Gomez's Mexican Restaurant
- May 9, 6:00 pm, Bridgeport Chamber of Commerce Community Co-Facilitated Community Workshop, Bridgeport Community Center
- May 16, 5:00 pm – Bishop Chamber of Commerce Community Co-Facilitated Community Workshop, location TBD
- May 20, 6:00 pm – Lone Pine Chamber of Commerce Community Co-Facilitated Workshop, location TBD
- June 10, 12:00 pm – Alpine County Chamber of Commerce Co-Facilitated Workshop, Markleeville location TBD

- June 17, 2:00 pm – Tentative Special Eastern Sierra Recreation Partnership Sustainable Recreation Industry Sector Partner Meeting, virtual

Additional community engagement workshops and regional industry partner meetings are being scheduled. Please refer to the Sierra Jobs First website at <https://sierrajobsfirst.org/2024-summer-workshops/> for the most current information.

In addition, please reach out to Eastside Project Navigator, Magnolia Barra at mbarra@sbcouncil.org to arrange a presentation to your Board regarding project updates if interested.

Future Milestones:

- June 7 - Draft Sierra Jobs First Strategy Plan published for public comment period
- June 30 - Draft Sierra Jobs First Strategy Plan and Regional Summary public comment period closes
- August 1 – Final Sierra Jobs First Strategy Plan due to State agencies
- September 2024 – RFP period for catalyst projects opens
- October 1, 2024 – RFP period for catalyst project closes
- November 2024 – Governing Council votes on project batches
- January 2025 – Catalyst contracts begin



Sierra Jobs First Collaborative

Highlights & Insights | Where We Are Today

April 2024

Greetings to All!

This resource offers the most up-to-date information about what is going on with the Sierra Jobs First Collaborative for stakeholders in Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties. This document was created to lay the foundation for the Strategic Planning Phase of Sierra Jobs First. We are transitioning from the data collection and collaborative-building process that took place from October 2022 through December 2023 to the current task of goal and strategy development. The Strategic Planning Phase report is due to the state in August 2024.

Information in this document was pulled from the Regional Summary, published in December of 2023, and feedback from regional partners. To review the full Regional Summary document, please go to sierrajobsfirst.org/regional-summary_.

Thank you for helping the Sierra Jobs First region create jobs and wealth in ways that center our communities, improve social and natural environments and economic prosperity now, and for the future.



“I just think that California Jobs First is an excellent opportunity to invest in the beautiful area we live. To work collaboratively with so many diverse people from the Sierra Nevada Mountain area is informative and rewarding. I look forward to where this adventure is leading.”

- Steve Christensen, Amador County

California Jobs First Overview

The goal of the state’s California Jobs First program (formerly known as the Community Economic Resilience Fund or CERF) is to create pathways for investment in regionally developed economic plans that will lead to an increase in high-quality jobs, prosperous communities, and climate resilience.

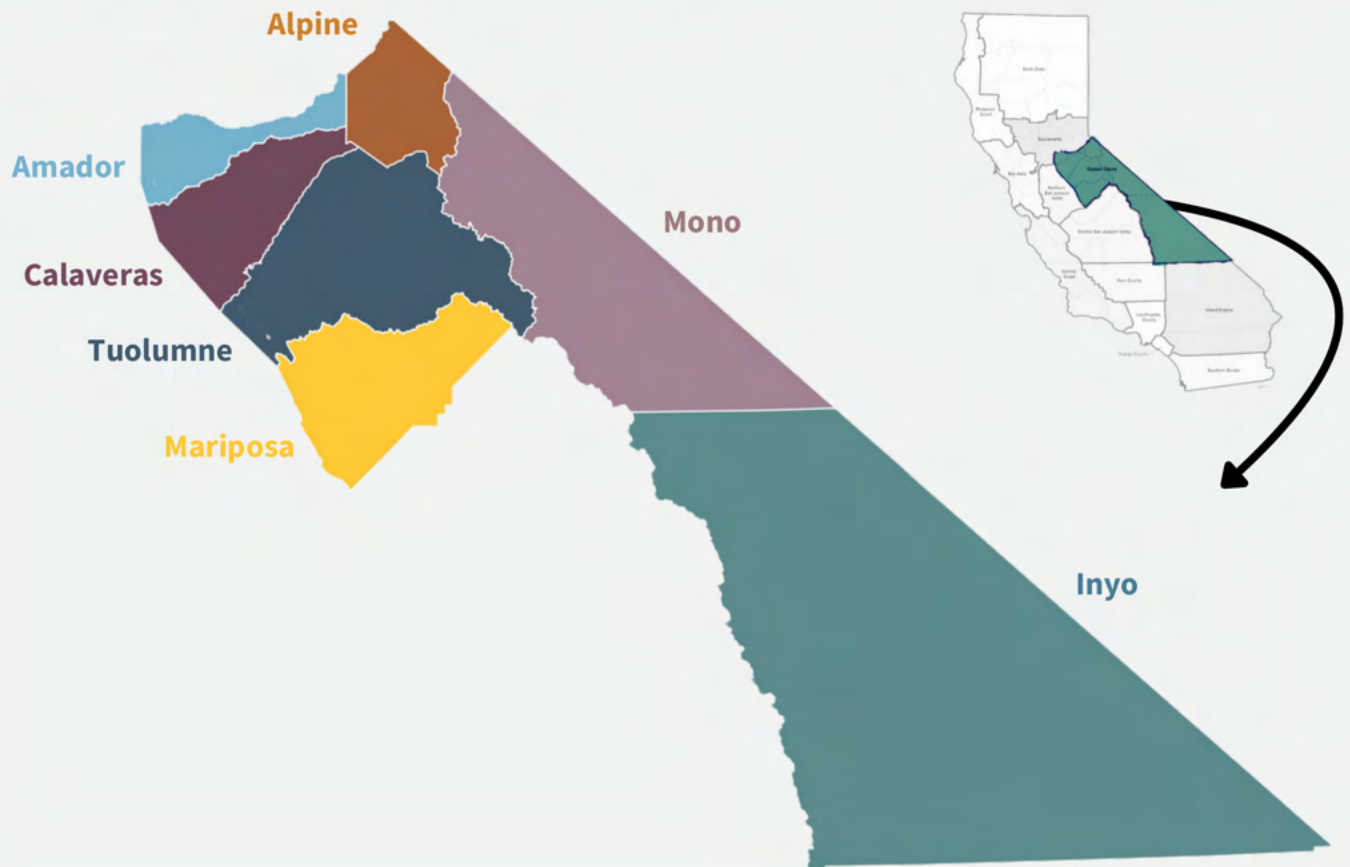
Through the state’s portfolio of California Jobs First investments, 13 regions across the state are building community-led, climate-forward economies that work for the community members that live and work in each region with a particular focus on inclusive strategies for historically disadvantaged communities.

Sierra Jobs First

The seven-county Sierra Jobs First region is defined as one of the 13 regions of the California Jobs First Program. It is a predominantly rural and sparsely populated area of California with an abundance of natural resources that benefit the entire state. Today, just under 200,000 people live in the Sierra Jobs First region, in both smaller towns and unincorporated county areas. Nearly 75% of the land in this region is publicly owned.



Sierra Jobs First’s communities are strong, with vibrant downtowns and local economies built around the incredible natural features and ecosystem services of the region, including the National Parks, forests, deserts, and watersheds. There are immense opportunities and enthusiasm for empowering this region’s economies, workforce, indigenous cultures, land, and people through California Jobs First investments.



Who is in the Sierra Jobs First Collaborative?

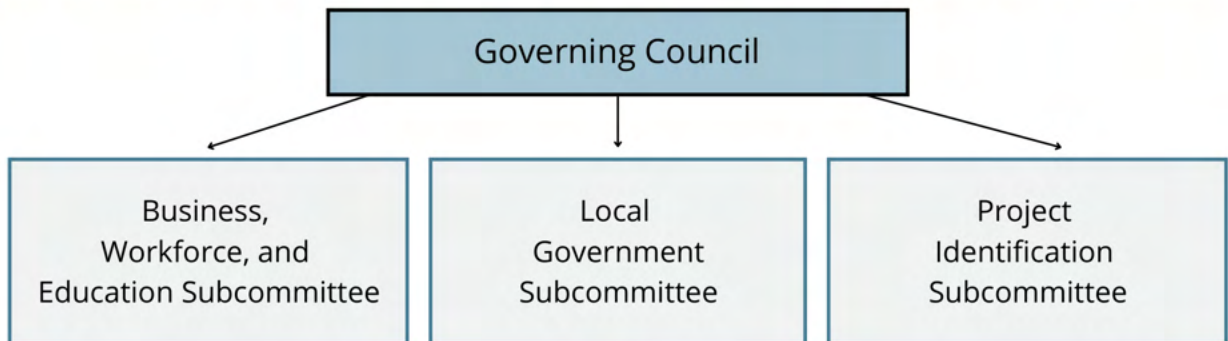


For more information about the collaborative, including past meeting materials please visit: sierrajobsfirst.org/council-subcommittees

How we work together:

We are a collection of over 100 community members, local leaders, ranchers, bakers, public agency employees, health care workers, Tribal and Latino, young and old, working together to advance economic solutions in our region that build prosperity for all.

Governance and Decision-Making Structure (updated April 2024)



- GOVERNING COUNCIL**
- Minimum of 21 voting members
 - Three from each county (or cities within counties)
 - "At large" members representing disinvested communities
 - One Non-voting Chair

- SUBCOMMITTEE STRUCTURE**
- No limit on "voting members"
 - Open ex-officio membership
 - When voting is necessary, counties must vote as block
 - Subcommittee decisions matriculate to Governing Council

CONSENSUS DECISION MAKING PROCESS

Decision making in subcommittees and HRTC based on modified consensus model (Support, Can Live With, Abstain, Oppose)

- Straw Poll
- Discussion
- Poll-No consensus triggers vote

Operational decisions require a majority vote of subcommittee and Governing Council members. Project decisions require a two-thirds vote of subcommittee and Governing Council members.

On March 1, 2024, the Governing Council provided feedback on the Vision, Guiding Principles, and Core Values statements that will be published in the Strategic Plan.

The **following drafts** are a **first attempt** to compile the Governing Council’s excellent feedback into cohesive statements. We plan to discuss these further on April 25th at the Strategy Workshop in North Lake Tahoe. See *page 16 for details on this event*.

Our Vision **DRAFT**

We build strong communities, protect healthy ecosystems, and invest in a resilient economy that supports equitable opportunities for generations to come.

Our Guiding Principles **DRAFT**

- **Equity & Inclusion:** Focus on strategies that build economic prosperity for disinvested communities. Ensure all voices are part of the process.
- **Job quality and access:** Focus on identifying and promoting jobs that offer a better quality of life — higher pay, benefits, advancement, worker input, stability, and safety.
- **Sustainable:** Prioritize self-sustaining economic development that aims for a carbon-neutral and climate-resilient economy that benefits all the region's communities.
- **Pragmatic:** Build actions that are practical, realistic, and achievable.

Our Core Values **DRAFT**

We hope to condense these to five Core Values over the next month.

- Economic Prosperity
- Equity
- Diversity
- Inclusion
- Community
- Collaboration
- Sustainable
- Stewardship
- Resilience
- Growth

Community Engagement

2023 Community Engagement Summary

Planning Part 1: Discovery

Disinvested Communities Focus Groups

18 total: 14 on the eastside, 4 on the westside, 110 total participants

Website
launched

Branding

13

Newsletters
Sent

400+

Reached Through
the Listserv

Summary Plan
Submitted
(Dec 2023)

Governing Council Meetings

Total: 4
Total Participants: 235

Focus Groups

Total: 18
Total Participants: 110

SUBCOMMITTEES

August, October, December 2023

- **Workforce, Education & Training Subcommittee**
3 total: 34 total participants
- **Project Identification Subcommittee**
3 total: 26+ total participants
- **Local Government Subcommittee**
3 total: 53 total participants
- **Equity, Climate & Labor Subcommittee**
3 total
- **Business Subcommittee**
3 total: 31+ total participants

**Subcommittees were merged from five groups to three in 2023. Please see previous pages for current subcommittee titles.*

For a schedule of 2024 Engagement Opportunities, please go to sierrajobsfirst.org/strategy-workshops

2023 Outreach Highlights

- CBO Impact Survey reached **59** organizations and nonprofits
- Over **50** long-standing and emerging community leaders formed five subcommittees
- Formal partnership with **the Inter-Tribal Council of California (ITCC)** to support tribal collaboration
- SBC staff shared program information at multiple community events like Board of Supervisors', ESCOG, MLTPA, and ITCC meetings

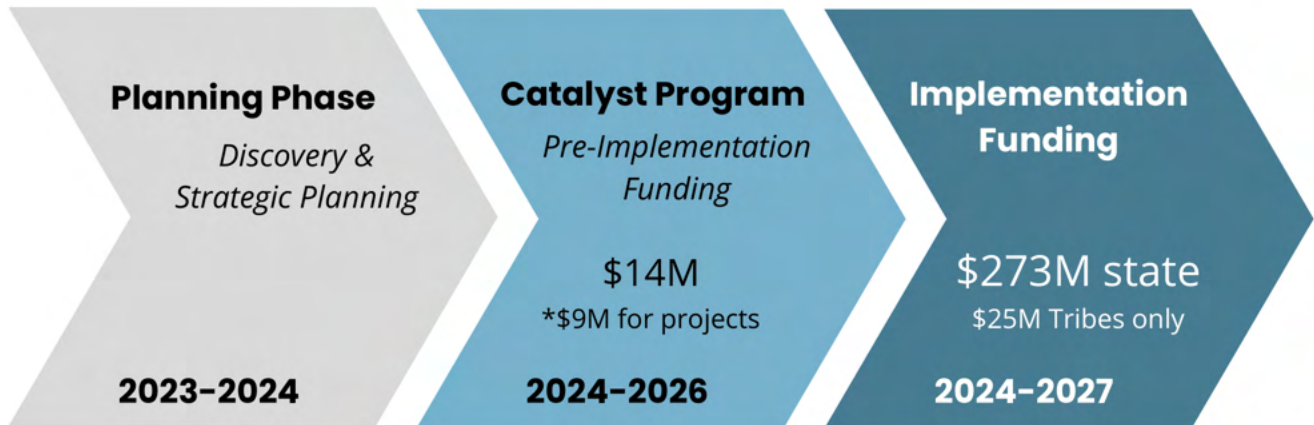


Sierra Jobs First Planning Process

Part 1: Discovery

Understanding Current Conditions in the Sierra Region

Part 2: Strategic Planning Phase



“California Jobs First can support our region by improving awareness and engagement in regional projects, helping prioritize regional projects and activities, building regional relationships, advocating for the Eastern Sierra at the State level, and providing funding for economic drivers in the region.”

– ESCOG, Economic Development Partner Meeting

Roadmap for Economic Success in the Sierra Jobs First Region

Outcomes We Hope to Achieve

- Increase the number of quality jobs with equitable access
- Attract investment into disinvested communities, key industries, & infrastructure
- Build climate-resilient communities
- Grow opportunities for the emerging workforce

Priority Industry Sectors to Drive Our Work

- Sustainable Recreation and Tourism
- Natural and Working Lands
- Clean Energy and Energy Resilience
- Sustainable Agriculture, Ranching, and Food Systems
- Community Healthcare

Our Core Issues and Opportunities

- Workforce Development & Career Readiness
- Physical Infrastructure
- Social Services and Infrastructure
- Governance and Land Tenure/Management
- Housing Affordability and Placemaking

Strategic Actions to Get Us There

Collaboration | Strategic Investments/Actions | Inclusionary Pathways

Outcomes We Hope to Achieve

- **Increase the number of quality jobs with equitable access:** Job growth is a critical marker of success in our region. There are opportunities to expand quality job markets in each of the five priority industry sectors in an inclusive way.
- **Attract investment into disinvested communities, key industries, & infrastructure:** Our region is rich with cultural diversity and untapped potential. We have a unique opportunity to engage community members historically left behind to develop an equitable and sustainable economy.
- **Build climate-resilient communities:** Readyng our communities for natural disasters and the economic shocks that result means preparing for the impacts of climate change and working to maintain healthy ecosystems and resilient local economies.
- **Grow opportunities for the emerging workforce:** Creating career development and job training pathways will retain the upcoming generations’ talent in our communities.

Priority Industry Sectors to Drive Our Work

Economic development opportunities in the region build on the existing economic drivers and support emerging industries that can provide high-wage, sustainable career pathways. Using existing planning documents and convening discussions with community partners in 2023, the following priority sectors were identified for the Sierra region.

Community Healthcare	Sustainable Recreation & Tourism	Natural & Working Lands	Clean Energy & Energy Resilience	Sustainable Agriculture & Food Systems
<ul style="list-style-type: none"> • Regional Access to Quality Care • Specialty Services • Mental Health • Medical Facilities • Workforce Development 	<ul style="list-style-type: none"> • Balanced Visitation & Tourism • Higher Wage Jobs & Pathways • Climate Change Readiness/Pivots • Entrepreneurs & Main Streets • Events & Culture 	<ul style="list-style-type: none"> • Wildfire Adaptation • Wood Utilization • Watershed Restoration • Tribal Stewardship Adaptation and Restoration 	<ul style="list-style-type: none"> • Energy Efficiency & Decarbonization • Energy Resilience and Readability • EV Readiness • GHG Mitigation • Hydrogen 	<ul style="list-style-type: none"> • Sustainable Food Systems/Security • Climate-Ready Crops • Value Added Products • Agricultural Tourism • Meat Processing • Manufacturing

Core Issues & Opportunities

				
Workforce Development & Career Readiness	Physical Infrastructure	Social Services and Infrastructure	Governance and Land Tenure/ Management	Housing Affordability and Placemaking

The following is a summary of key issues that emerged from the 2023 Sierra Jobs First Regional Summary Part 1 Report. These key issues will help the Collaborative define strategies as we work together to draft a Regional Strategic Plan.



Core Issues & Opportunities

Workforce Development and Career Readiness

There are limited opportunities for post-secondary education and workforce training programs across the region. K12 school districts, community colleges, workforce training programs, and industry leaders can work together to align standards and outcomes with industry needs that will expand workforce development programs and adequately prepare future employees with the skills and knowledge needed for high-paying jobs within our regional priority sectors.

These challenges begin in the K-12 school districts. The percentage of students who are math or reading proficient is lower than the state average in all six counties in our region. Despite high school graduation rates nearing or exceeding the state average, less than a third of graduates meet A-G requirements for admission criteria in the UC/CSU systems. As a result, the share of adults with a college degree or higher is well below the state average of 35% in every county (except Alpine). The range is from under 20% of adults in Calaveras and Amador County having college degrees to just under 30% in Mono and Mariposa Counties. Barriers to high-quality jobs include limited access to higher education and lack of educational institutions, limited workforce training opportunities, and funding challenges for higher education. This is a significant barrier for potential employees to enter the workforce in regional industries. There are only two community colleges (Columbia Community College in Sonora and Cerro Coso in Mammoth and Bishop) where high school graduates can continue a workforce development pathway after high school. These programs are located great distances away from the majority of Eastern Sierra populations. No four-year college or university exists within the region. The labor market highly depends on natural resources, tourism, government sector jobs, and supportive social services. There is a high need for career education and workforce development pathways and training, especially in emerging industries.

Questions to start thinking about:

- What are the priority issues to tackle now? How about 3-5 years from now?
- What are the goals, strategies, actions, policies, project ideas, or funding streams that can address this issue?



Core Issues & Opportunities

Physical Infrastructure

Inadequate infrastructure across multiple systems limits regional communities' prosperity and opportunities for securing and sustaining quality lifestyles as well as economic advancement. Addressing physical infrastructures and planning for long-term sustainable growth creates opportunities for communities to develop a unified vision. This vision will include standards of living for all populations and will support an economy that provides a high quality of life for future generations.

Rural communities often face a range of disadvantages and challenges including inadequate physical infrastructure, such as transportation systems and broadband connectivity. These and other infrastructure systems are also chronically underfunded and under-resourced. These challenges are exacerbated by the region's climate and mountainous rural geography, which directly impacts costs for construction and maintenance of transportation, energy, broadband, water and wastewater, and housing infrastructure systems. These systems are at capacity to meet the needs of our current communities, much less any anticipated or projected population growth and economic adjustments. When these systems are compromised or fail, the economic impacts are widespread affecting business operations, communications, access to safe drinking water, transportation, and community support services. This further results in employee absences or loss of jobs because employees must prioritize their basic needs before they can pursue work (i.e., child care, animal care, water, and food security). These outdated, under-prioritized systems are a significant barrier to economic progress and resiliency in our communities.

Questions to start thinking about:

- What are the priority issues to tackle now? How about 3-5 years from now?
- What are the goals, strategies, actions, policies, project ideas, or funding streams that can address this issue?



Core Issues & Opportunities

Social Services and Infrastructure

Limited population and geographic isolation restrict access to basic and essential services. These are “everyday” problems. By developing social services and programs with enhanced regional access, the health and wellness of our communities, particularly disinvested and more vulnerable populations, will improve. This promotes a strong standard of living and supports economic prosperity and security for families and communities.

The Sierra Jobs First region spans 19,253 square miles, with under 10 people per square mile. Many communities are isolated by geography, physical distance, and/or a lack of institutional representation. This is a significant barrier to an adequate and effective social and service infrastructure including healthcare facilities, elder care services, and childcare programs. The region also experiences adverse disparities in access to healthcare, which appears to disproportionately impact those with lower incomes and people with mental health challenges. Populations that require specialized healthcare or social services often travel to other counties to access programs and receive services that are not locally available. Services that are available in the region are often not easily accessible due to long travel distances, language barriers, and limited access to broadband networks. These are services and infrastructures that support day-to-day living and contribute to a high quality of life and social stability.

Questions to start thinking about:

- What are the priority issues to tackle now? How about 3-5 years from now?
- What are the goals, strategies, actions, policies, project ideas, or funding streams that can address this issue?



Core Issues & Opportunities

Governance and Land Tenure/Management

Nearly 75% of the region's land is owned and controlled by the federal government and agencies external to the region. This constrains growth and limits local communities' ability to shape their community's future. Integrating land management entities into the regional planning process creates a shared and working vision for sustainable land tenure and management practices that incorporate the needs and vision of local communities, resulting in new opportunities for economic development.

The region is characterized by its large, rural geography and high percentage of public lands. The land and its natural beauty have supported rich economic booms throughout history and today forms the basis for opportunities in a growing recreation economy. However, the region's limited non-federal land availability limits access to resources, services, and opportunities. Agencies have historically held power in the region benefit from resource extraction and exports, limiting commercial and industrial potential in local communities. Small populations and tax bases limit local investment in community economic planning and development capacity. Land management by large, out-of-area agencies limits local control over community and economic development initiatives and implementation. Federal land ownership is significant in eastern slope counties (Alpine, Inyo, and Mono Counties) where more than 90% of land is federally managed. In Inyo and Mono Counties, the City of Los Angeles Department of Water and Power is the largest non-federal landowner. There is limited land for traditional economic development and most of the region's land base is in preserved natural and working lands, primarily National Forests and National Parks. Land tenure constraints limit local revenues to support government services. The region's remote geography limits access to goods and services available in more urban areas such as groceries and durable goods. Land use tenure limits local community and economic development decision-making. State and federal funding priorities may not align with local opportunities and constraints, creating barriers to effective public/public partnerships.

Questions to start thinking about:

- What are the priority issues to tackle now? How about 3-5 years from now?
- What are the goals, strategies, actions, policies, project ideas, or funding streams that can address this issue?



Core Issues & Opportunities

Housing Affordability and Placemaking

Residents face a high cost of living driven by limited housing supply and high share of low-wage jobs with few opportunities for upward mobility. As wages have grown in California and the nation overall, wages in the Eastern Sierra region have seen much smaller increases. This is particularly true since 2010 when wage growth increased for the state and country. Further, over half the households in the region earn less than \$75,000, nearly \$10,000 less than California's median household income (MHI) of \$84,000.

This impedes the ability to capitalize on local assets, inspiration, and potential to create public spaces that improve community vitality. Communities-based programs that align with regional needs and visions can create opportunities to improve the sense of community and placemaking across our region.

The cost of living and affordable housing continues to be a significant threat and barrier to economic development and resiliency. Housing challenges have been exacerbated by a combination of longstanding undersupply in housing statewide and increased demand during the COVID-19 pandemic. This increased remote workers living in the region, and second homes in previously remote areas. This impedes peoples' abilities to benefit from local assets. When combined with limited affordable housing and low regional wages, many people living and desiring to live and work in the region are often unable to secure housing within a reasonable distance from their jobs and/or face significant and growing housing burden. This impacts the ability to support, grow, and sustain a thriving workforce geared towards regional industry needs. Among homeowners, the share of housing-burdened residents exceeds the state average in nearly all counties. Building intergenerational wealth in the region is difficult for the majority of disinvested communities. Nearly half of the households are housing burdened, and many of the barriers to homeownership are the result of historical land grabs (e.g., the forcible removal of tribes from their native homeland), mortgage discrimination, and high housing costs due to the strong second-home market in the region. The limited housing supply fails to meet the growing demand, exacerbating affordability issues and housing shortages, therefore straining the efforts of community leaders and organizations to promote placemaking and community integration.

Questions to start thinking about:

- What are the priority issues to tackle now? How about 3-5 years from now?
- What are the goals, strategies, actions, policies, project ideas, or funding streams that can address this issue?

Ways to Stay Informed and Involved:

The Sierra Jobs First initiative is a marathon, not a sprint. We will be working together for years to come to strengthen our regional collaboration, bring diverse funding streams to the table, and work together to implement the vision, goals, strategies and projects that will come out of the final Sierra Jobs First Strategy Plan this fall.

Here are a few ways to stay involved over the next few months

- Join the Sierra Jobs First mailing list and receive monthly newsletters.
- Attend upcoming collaboration and engagement forums offered on-line or in-person
- Reach out to us directly. We would love to hear from you!



sierrajobsfirst.org/get-involved

Eastside Navigator: Magnolia Barra, mbarra@sierrabusiness.org

Westside Navigator: Kara Bechtle, kbechtle@sierrabusiness.org

Gratitude

THANK YOU for being a part of the
Sierra Jobs First Collaborative.

This work is challenging and time-consuming, and together
we're working towards a brighter future for our region.

“This is a once in a blue moon opportunity to bring significant resources to our remote, rural mountain communities to reimagine our historically extractive economy. To reimagine our future, our economy and how we grow prosperity for everyone, for generations to come. Now is the time for us to come together, elevate voices, and take action.”

~Steve Frisch, President, Sierra Business Council

What's Next?

On April 25th and 26th, you will have an opportunity to meet in person for a day and a half with regional leaders to help draft goals, strategies, and project ideas for the Sierra Jobs First Strategy Plan.

Here is what you can do to prepare for the April Strategy Workshops:

- Review this packet and other background materials on the Sierra Jobs First website: sierrajobsfirst.org
 - Eastern Sierra Regional Summary, Part 1, December 29, 2023: sierrajobsfirst.org/regional-summary
 - Video Summaries: sierrajobsfirst.org/regional-summary
- Make sure you are registered for the Strategy Session. [Register](#)
- Review the agenda for the April Strategy Session. sierrajobsfirst.org/strategy-workshops
- Review the upcoming schedule of meetings and other opportunities for engagement planned over the next few months. Save the date in your calendar for a session you would like to attend. (link below)
- New to the process? Contact SBC to set up an orientation: jobsfirst@sierrabusiness.org

Be a part of the process!

The Sierra Jobs First team invites you to attend a workshop with us this summer.

Learn more: sierrajobsfirst.org/2024-summer-workshops





Sierra Jobs First Collaborative

Strategy Workshops | April 25 and 26, 2024

Day 1: Thursday, April 25th, 2024 | 9:00 am to 4:00 pm

North Tahoe Conference Center (8318 North Lake Boulevard, Kings Beach CA 96143)

Day 2: Friday, April 26th, 2024 | 9:00 am to 1:00 pm

Truckee Tahoe Airport District Board Room (10356 Truckee Airport Road, Truckee CA 96161)

Strategy Workshop Objectives:

1. **Work together:** To define community-centered, climate-forward economic strategies for our region.
2. **Raise up Voices:** Listen to each other, build on input to-date, and raise up voices of historically unheard voices into the conversations.
3. **Co-create:** Together, create and refine goals, strategies, and project ideas to include in the 2024 Sierra Jobs First Strategic Plan.
4. **Build connections:** Between ideas, regional partners, and each other.

Day 1	Agenda
Collaborative Strategic Planning	
Thursday April 25, 2024 9:00 am to 4:00 pm	
Location: North Tahoe Conference Center	
8:00 AM	Registration + Coffee and Treats Provided
9:00 AM	Welcome + Opening Remarks -Table introductions
	Context Setting--Sierra Jobs First Strategic Plan Framework---Roadmap to Economic Success
9:30 AM	Collaborative Work: Co-Creation of Strategic Priorities, Part 1
11:00 AM	Break
11:15 AM	Share out: Key Strategic Priorities and Prioritization
12:00 PM	Lunch
12:45 PM	Co-Creation Priority Strategies, Part 2
1:45 PM	Break
2:00 PM	Project Ideation Workshop
3:45 PM	Wrap-Up & Reflection
4:00 PM	Adjourn

Please note: all times are approximate except for start and end times.



Day 2	Agenda
<p>Day 2, Part 1: Collaborative Open House---Refinement of Strategic Plan Goals + Strategies + Projects Friday April 26, 2024 9:00 am to 10:30 am Location: Truckee Tahoe Airport Room, 10356 Truckee Airport Road, Truckee CA 96161</p>	
8:30 AM	Coffee, Networking
9:00-10:30am	<p>Collaborative Open House -Collaborative partners invited to review summary boards from Day 1 and provide additional comments to help with refinement of Sierra Region goals and strategies -Opportunity to review project readiness process with SBC staff -Opportunity for Collaborative Partners to network with each other about future projects, etc. *Note: This is a drop-in meeting format</p>
<p>Day 2, Part 2: Sierra Jobs First Governing Council Meeting (GOVERNING COUNCIL ONLY) Friday April 26, 2024 11:00 am to 1:00 pm Location: Truckee Tahoe Airport Room, 10356 Truckee Airport Road, Truckee CA 96161</p>	
11:00 AM	Welcome
11:05 AM	Strategy Workshop Reflection and Action Steps
11:30 AM	Moving Ahead: Strategic Plan, Catalyst project, Local/Regional/State Alignment
12:30	Lunch + Next Steps
1:00 PM	Adjourn

Please note: all times are approximate except for start and end times.



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Staff

Subject: Approve: 1) First Amendment to Consultant Services Agreement #SBC-2023111_ESCOG, and
2) Second Amendment to Consultant Services Agreement #SBC-2023111_ESCOG

Meeting date: April 24, 2024

Prepared on: April 18, 2024

Attachments: A) First Amendment to Consultant Services Agreement #SBC-2023111_ESCOG
B) Second Amendment to Consultant Services Agreement #SBC-2023111_ESCOG

BACKGROUND/HISTORY:

The ESCOG provides consulting services to the Sierra Business Council (SBC) in support of the California Jobs First (formerly Community Economic Resilience Fund).

The first proposed contract amendment amends the billing rate included in the original MOU from \$75.00 to ESCOG's actual billing rate of \$77.63 per hour, which has been the reimbursement rate since May 2023.

The second proposed contract amendment extends the term of the contract from July 31, 2024 to August 31, 2024 and increases the fee and payment from \$250,000 to \$350,000. The following additions are made to the Scope of Work:

5. ESCOG will assist with identifying community benefit organizations to co-facilitate community engagement to inform development of the Sierra Jobs First Regional Economic Development Strategy document and identify potential projects and partnerships for the Catalyst Funding phase.

6. ESCOG will assist with identifying relevant industry sectors organizations and

partnerships to inform development of the Sierra Jobs First Regional Economic Development Strategy document and identify potential projects and partnerships for the Catalyst Funding phase.

7. ESCOG will assist with the drafting and development of the Sierra Jobs First Regional Economic Development Strategy document as requested by SBC.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff recommends the ESCOG Board approve 1) the First Amendment to Consultant Services Agreement #SBC-2023111_ESCOG and 2) the Second Amendment to Consultant Services Agreement #SBC 2023111_ESCOG and authorize the Executive Director to execute.



FIRST AMENDMENT
TO CONSULTANT SERVICES AGREEMENT

Effective **May 31, 2023** (“Effective Date”), this First Amendment (“Amendment”) amends the Consultant Services Agreement, Contract No. **SBC-2023111** dated May 1, 2023, by and between Sierra Business Council (“SBC”), a California nonprofit public benefit corporation, and Eastern Sierra Council of Governments (“ESCOG”), (“Consultant”), an independent contractor.

WHEREAS, SBC and Consultant desire to modify certain contractual terms in the Agreement.

NOW, THEREFORE, be it mutually agreed that the Consultant Services Agreement between SBC and Consultant is hereby amended as set forth herein.

- 1. Exhibit A Memorandum of Understanding, Section D, Fee and Payment.** Consultant’s billing rate shall be amended from a customary rate of \$75.00 per hour to \$77.63 per hour.
- 2. Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.
- 3. Entire Agreement; Amendment.** This Amendment, together with the Agreement and Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date stated above.

SIERRA BUSINESS COUNCIL:

By _____
Steve Frisch, President

By _____
Kristin York, Vice President

CONSULTANT:

By _____
Elaine Kabala, Executive Director



SECOND AMENDMENT
TO CONSULTANT SERVICES AGREEMENT

Effective **April 17, 2024** (“Effective Date”), this Second Amendment (“Amendment”) amends the Consultant Services Agreement, Contract No. **SBC-2023111** dated May 1, 2023, by and between Sierra Business Council (“SBC”), a California nonprofit public benefit corporation, and Eastern Sierra Council of Governments (“ESCOG”), (“Consultant”), an independent contractor.

WHEREAS, SBC and Consultant desire to modify certain contractual terms in the Agreement.

NOW, THEREFORE, be it mutually agreed that the Consultant Services Agreement between SBC and Consultant is hereby amended as set forth herein.

1. Section 2, Term and Exhibit A Memorandum of Understanding, Section C, Timeframe.

The term of the Agreement shall be extended until August 31, 2024, on which date this Agreement will automatically terminate unless terminated earlier.

2. Section 3a, Fee and Payment and Exhibit A Memorandum of Understanding, Section D, Fee and Payment.

The fee paid to Consultant shall be modified to a sum not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) for services rendered under this Agreement.

3. Exhibit B, Scope of Work, shall be modified to include the following additional services:

5. ESCOG will assist with identifying community benefit organizations to co-facilitate community engagement to inform development of the Sierra Jobs First Regional Economic Development Strategy document and identify potential projects and partnerships for the Catalyst Funding phase.
6. ESCOG will assist with identifying relevant industry sectors organizations and partnerships to inform development of the Sierra Jobs First Regional Economic Development Strategy document and identify potential projects and partnerships for the Catalyst Funding phase.
7. ESCOG will assist with the drafting and development of the Sierra Jobs First Regional Economic Development Strategy document as requested by SBC.

4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.

5. Entire Agreement; Amendment. This Amendment, together with the Agreement and Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

[SIGNATURE PAGE FOLLOWS]

Attachment B

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date stated above.

SIERRA BUSINESS COUNCIL:

By _____
Steve Frisch, President

By _____
Kristin York, Vice President

CONSULTANT:

By _____
Elaine Kabala, Executive Director



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Staff

Subject: Approve Agreement Between the Eastern Sierra Council of Governments and Celeste Berg Consulting, LLC for the Provision of Administrative Services

Meeting date: April 24, 2024

Prepared on: April 18, 2024

Attachments: A) Agreement Between the Eastern Sierra Council of Governments and Celeste Berg Consulting, LLC for the Provision of Administrative Services

BACKGROUND/HISTORY:

On January 24, 2024, the ESCOG noticed a Request for Qualifications for qualified applicants to assist administrative and analytical duties supporting the operations and programs of the ESCOG JPA. This position will assist with regional interagency coordination, grant writing and management, and administrative and analytical services. This position serves as an independent contractor to the ESCOG JPA. The position was advertised as a part-time position, grant funded position.

The ESCOG received two qualifying applicants. Following interviews and discussions with the candidates, it was determined by staff to contract with each as on-call administrative support for discreet grants and assignments. The term of the contract expires October 1, 2024 to allow for modifications as mutually desired after 6 months.

Celeste Berg, LLC will provide administrative and analytical duties supporting the California Jobs First initiative duties conducted by the ESCOG JPA, including regional interagency coordination, public engagement and analytical services. The Scope of Work includes:

- Support outreach, communications, public engagement and analysis for the Eastern Sierra California Jobs First initiative. Manage and strengthen

communications and collaboration between the regional agencies and the ESCOG, and stakeholders, partners, and the public.

- Coordinate public outreach workshops and interagency collaboration meetings to support data gathering to inform Eastern Sierra California Jobs First project deliverables.
- Make presentations to regional Boards and Council (including Tribal Councils) regarding Eastern Sierra California Jobs First project updates.
- Analyze Eastern Sierra Jobs First deliverables for accuracy and prepare communications on behalf of the Eastern Sierra Council of Governments to provide to regional partners.
- Act as point of contact and liaison between the ESCOG and other regional partner agencies.
- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant projects.
- Assist with developing and writing departmental reports for consideration by the ESCOG Board for bimonthly Board meetings.
- Coordination of meetings and public workshops.
- Works closely with Executive Director to ensure continuity and completion of projects.
- Attendance at board meetings as needed.

BUDGET IMPACTS:

The ESCOG has an existing contract with the Sierra Business Council to support the California Jobs First initiative in the amount of \$250,000. Pending Board approval of a contact amendment with the Sierra Business Council, the fee and payment to the ESCOG will increase to \$350,000 to be expired by August 31, 2024.

The proposed fee schedule for Celeste Berg, LLC is \$75.00 not to exceed \$40,000, which is within the budget of the California Jobs First agreement with the Sierra Business Council.

The ESCOG FY 23-24 Budget includes \$50,000 for part-time administrative support. A budget modification may be required at the end of the fiscal year.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff requests the ESCOG Board approve the Agreement Between the Eastern Sierra Council of Governments and Celeste Berg Consulting, LLC for the Provision of Administrative Services and authorize the Executive Director to execute.

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND CELESTE
BERG CONSULTING, LLC 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 (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 Elaine Kabala, whose title is: Executive Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon 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 April 25, 2024 to October 1, 2024 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 Forty Thousand Dollars (\$40,000) (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. INSURANCE.

For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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-two (22) below.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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-two (22) (Amendment).

22. 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.

23. 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
c/o Town of Mammoth Lakes
Elaine Kabala, Executive Director
437 Old Mammoth Road, Suite 230 #1609
Mammoth Lakes, CA 93514

Contractor:

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

ESCOG

CONTRACTOR

By: _____
Signature

By: _____
Signature

Elaine Kabala, Executive Director _____
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 CELESTE BERG CONSULTING, LLC FOR THE PROVISION OF ADMINISTRATIVE SERVICES

TERM:

FROM_ April 25, 2024 TO: October 1, 2024

SCOPE OF WORK:

Scope of Work

General: The ESCOG is seeking qualified contractors to provide Regional Interagency Liaison Services, consisting of coordinating interagency outreach and deliverables for the California Jobs First initiative.

Under direction of the ESCOG Board and the Executive Director, the contractor will provide administrative and analytical duties supporting the California Jobs First initiative duties conducted by the ESCOG JPA, including regional interagency coordination, public engagement and analytical services.

This position serves as an independent contractor to the ESCOG JPA. The position is a part-time position.

Scope of Work

- Support outreach, communications, public engagement and analysis for the Eastern Sierra California Jobs First initiative. Manage and strengthen communications and collaboration between the regional agencies and the ESCOG, and stakeholders, partners, and the public.
- Coordinate public outreach workshops and interagency collaboration meetings to support data gathering to inform Eastern Sierra California Jobs First project deliverables.
- Make presentations to regional Boards and Council (including Tribal Councils) regarding Eastern Sierra California Jobs First project updates.
- Analyze Eastern Sierra Jobs First deliverables for accuracy and prepare communications on behalf of the Eastern Sierra Council of Governments to provide to regional partners.
- Act as point of contact and liaison between the ESCOG and other regional partner agencies.
- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant project
- Assist with developing and writing departmental reports for consideration by the ESCOG Board

for bimonthly Board meetings.

- Coordination of meetings and public workshops.
- Works closely with Executive Director to ensure continuity and completion of projects.
- Attendance at board meetings as needed.

ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND CELESTE
BERG CONSULTING, LLC FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

TERM:

FROM April 25, 2024 TO: October 1, 2024

SCHEDULE OF FEES:

\$75.00 per hour, not-to-exceed \$40,000

ATTACHMENT C

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND CELESTE
BERG CONSULTING, LLC FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

TERM:

FROM: April 25, 2024 TO: October 1, 2024

SEE ATTACHED INSURANCE PROVISIONS



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Staff

Subject: Approve Agreement Between the Eastern Sierra Council of Governments and Kate Morley for the Provision of Administrative Services

Meeting date: April 24, 2024

Prepared on: April 18, 2024

Attachments: A) Agreement Between the Eastern Sierra Council of Governments and Kate Morley for the Provision of Administrative Services

BACKGROUND/HISTORY:

On January 24, 2024, the ESCOG noticed a Request for Qualifications for qualified applicants to assist administrative and analytical duties supporting the operations and programs of the ESCOG JPA. This position will assist with regional interagency coordination, grant writing and management, and administrative and analytical services. This position serves as an independent contractor to the ESCOG JPA. The position was advertised as a part-time position, grant funded position.

The ESCOG received two qualifying applicants. Following interviews and discussions with the candidates, it was determined by staff to contract with each as on-call administrative support for discreet grants and assignments. The term of the contract expires October 1, 2024 to allow for modifications as mutually desired after 6 months.

Kate Morley will assist with various duties conducted by the ESCOG JPA, including regional interagency coordination, public engagement and analytical services, specifically interagency coordination with the Inyo National Forest, support for the Eastern Sierra Pace and Scale Accelerator, tribal coordination supporting ESCOG activities and the California Jobs First initiative. The scope of work includes:

- Manage and strengthen communications and collaboration between the regional agencies and the ESCOG, and stakeholders, partners, and the public.

- Support regional interagency coordination to understand and communicate operational procedures for inter-jurisdictional project implementation between the Inyo National Forest, ESCOG, and other partners, including but not limited to:
 - Financial procedures, in particular identifying potential obstacles presented by using different funding sources,
 - Project approval requirements,
 - Appropriate contracting mechanisms for project implementation.
- Act as point of contact and liaison between the ESCOG and other regional partner agencies.
- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant project updates.
- Assist with the development and implementation of the Sustainable Recreation and Ecosystem Management Program Implementation Plan, including coordination with regional agencies to develop mutually agreed upon projects, project timelines, approval requirements, and identifying potential funding sources.
- Coordinates public outreach workshops and interagency collaboration meetings to support data gathering to inform the Eastern Sierra Pace and Scale Accelerator, Eastside Community Economic Resiliency Fund initiative and the Inyo National Forest Liaison plan deliverables.
- Assist in the coordination of grant activities; prepares, writes, reviews, and monitors grant applications, and prepares monthly grant reporting and invoices.
- Assists with developing and writing departmental reports for consideration by the ESCOG Board for bimonthly Board meetings.
- Responsible for providing administrative and analytical services which include records management, office procedures, data input, communications management, and website management.
- Coordination of meetings and public workshops.
- Works closely with Executive Director to ensure continuity and completion of projects.
- Assists with invoices and department financial organization.
- Attendance at board meetings as needed.

BUDGET IMPACTS:

The proposed fee schedule for Kate Morley, LLC is \$75.00 not to exceed \$40,000, which is within the budget of the California Jobs First agreement with the Sierra Business Council.

The ESCOG has an existing contract with the Sierra Business Council to support the California Jobs First initiative in the amount of \$250,000. Pending Board approval of a contact amendment with the Sierra Business Council, the fee and payment to the ESCOG will increase to \$350,000 to be expired by August 31, 2024.

This position will support the Inyo National Forest Liaison position, which includes \$150,000 for the ESCOG to build capacity and strengthen inter-agency working relationships.

This position will support the California Department of Fish and Wildlife Proposition 1 grant, which includes \$48,000 for administrative support.

The ESCOG FY 23-24 Budget includes \$50,000 for part-time administrative support. A budget modification may be required at the end of the fiscal year.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff requests the ESCOG Board approve the Agreement Between the Eastern Sierra Council of Governments and Kate Morley for the Provision of Administrative Services and authorize the Executive Director to execute.

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND KATE MORLEY
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 (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 Elaine Kabala, whose title is: Executive Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon 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 April 25, 2024 to October 1, 2024 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 Forty Thousand Dollars (\$40,000) (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. INSURANCE.

For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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-two (22) below.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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-two (22) (Amendment).

22. 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.

23. 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
c/o Town of Mammoth Lakes
Elaine Kabala, Executive Director
437 Old Mammoth Road, Suite 230 #1609
Mammoth Lakes, CA 93514

Contractor:

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

ESCOG

CONTRACTOR

By: _____
Signature

By: _____
Signature

Elaine Kabala, Executive Director _____
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 KATE MORLEY FOR THE PROVISION OF ADMINISTRATIVE SERVICES

TERM:

FROM_ April 25, 2024 TO: October 1, 2024

SCOPE OF WORK:

Scope of Work

General: The ESCOG is seeking qualified contractors to provide Regional Interagency Liaison Services, consisting of coordinating interagency outreach and deliverables for the California Jobs First initiative.

Under direction of the ESCOG Board and the Executive Director, the contractor will provide administrative and analytical duties supporting the various duties conducted by the ESCOG JPA, including regional interagency coordination, public engagement and analytical services, specifically interagency coordination with the Inyo National Forest, support for the Eastern Sierra Pace and Scale Accelerator, tribal coordination supporting ESCOG activities and the California Jobs First initiative.

This position serves as an independent contractor to the ESCOG JPA. The position is a part-time position.

Scope of Work

- Manage and strengthen communications and collaboration between the regional agencies and the ESCOG, and stakeholders, partners, and the public.
- Support regional interagency coordination to understand and communicate operational procedures for inter-jurisdictional project implementation between the Inyo National Forest, ESCOG, and other partners, including but not limited to:
 - Financial procedures, in particular identifying potential obstacles presented by using different funding sources
 - Project approval requirements
 - Appropriate contracting mechanisms for project implementation.
- Act as point of contact and liaison between the ESCOG and other regional partner agencies.

- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant project updates.
- Assist with the development and implementation of the Sustainable Recreation and Ecosystem Management Program Implementation Plan, including coordination with regional agencies to develop mutually agreed upon projects, project timelines, approval requirements, and identifying potential funding sources.
- Coordinates public outreach workshops and interagency collaboration meetings to support data gathering to inform the Eastern Sierra Pace and Scale Accelerator, Eastside Community Economic Resiliency Fund initiative and the Inyo National Forest Liaison plan deliverables.
- Assist in the coordination of grant activities; prepares, writes, reviews, and monitors grant applications, and prepares monthly grant reporting and invoices.
- Assists with developing and writing departmental reports for consideration by the ESCOG Board for bimonthly Board meetings.
- Responsible for providing administrative and analytical services which include records management, office procedures, data input, communications management, and website management.
- Coordination of meetings and public workshops.
- Works closely with Executive Director to ensure continuity and completion of projects.
- Assists with invoices and department financial organization.
- Attendance at board meetings as needed.

ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND KATE MORLEY
FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

TERM:

FROM April 25, 2024 TO: October 1, 2024

SCHEDULE OF FEES:

\$75.00 per hour, not-to-exceed \$40,000

ATTACHMENT C

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND KATE MORLEY
FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

TERM:

FROM: April 25, 2024 TO: October 1, 2024

SEE ATTACHED INSURANCE PROVISIONS



STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Staff
Subject: Discuss Member Agency Contribution Allocations and Provide Direction to Staff
Meeting date: April 24, 2024
Prepared on: April 17, 2024
Attachments: None

BACKGROUND/HISTORY:

At the June 14, 2023 ESCOG meeting, Bishop Councilmember Muchovej requested the Board identify a more proportionate member agency contribution structure than that current equal contribution made by each member agency.

The Joint Powers Agreement establishing the ESCOG includes the following financial provisions related to member agency contributions:

Section V.5.01 Each member shall contribution to the administrative support of the ESCOG administrative support of the ESCOG. Administrative support is understood as those costs, expenditures and obligation which maintain up to one (1) 0.5 FTE agency administrative staff person. Each Member's contribution to administrative time and support shall be accounted for. It is intended that each Member will provide twenty-five person (25%) of the administrative staff person, unless otherwise agreed by the Board of Directors, and shall agree in advance regarding any additional administrative support.

This section has been interpreted to mean that each member agency provides 25% of the required budget for previously agreed-to staff, including clerical services, legal services, fiscal services, and administrative staff. The ESCOG has recently contracted a full-time Executive Director through Inyo County, and the balance of that salary is paid for through grant agreements for specific assignments.

Supervisor Gardner met with Councilmember Muchovej to discuss options, specifically modifying contributions to allocated on a per capita basis. A per capita reallocation shifts 47% of the contribution to Inyo County.

ESCOG Budget Distribution Based on Population

	Population	% Contribution	Total @ \$100k
Inyo County	15,199	47%	\$ 47,176.96
Mono County	6,154	19%	\$ 19,101.72
City of Bishop	3,771	12%	\$ 11,705.00
Town of Mammoth Lake:	7,093	22%	\$ 22,016.33
Total	32,217	100%	\$ 100,000.00

The approximate minimum operating budget reflecting contracts for administrative support with each member agency of the ESCOG is presented below:

23-24 OPERATING EXPENDITURES

Insurance	\$	3,500
Office expense	\$	-
Clerical	\$	20,000
Financial	\$	5,000
Legal	\$	10,000
Executive Director (Inyo County)	\$	115,000
Publications and legal notices	\$	250
External Audit	\$	10,000
Total	\$	163,750

* The Inyo County Budget includes \$115,000 for the Executive Director position, but the adopted ESCOG budget included \$150,000

If the member agency contributions are maintained at a total of \$100,000, that leaves approximately \$64,000 for staff to recover through grant work. That is likely achievable in FY 24-25 but is contingent on available grant revenue in the future.

Staff recommends establishing a minimum contribution from each member agency, with the unfunded balance to be allocated on per capita basis with an established not to exceed to ensure the ESCOG has sustainable funding. Staff recommends a \$25,000 contribution for FY 24-25.

Regional managers requested a decision on modification be postponed until mid-year to better project costs and revenues.

BUDGET IMPACTS:

The are no budget impacts in the 2023-2024 fiscal year anticipated from these discussions. Currently, the ESCOG budget is established based on operating costs and revenue projections and the amount of member agency contributions is subject to go up or down each fiscal year depending on anticipated revenues.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff requests the Board receive an update from Supervisor Gardner and Councilmember Muchovej on member agency contribution discussions, and direction be provided to staff to present any modifications to regional management for further discussion.



STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Staff
Subject: Executive Director Report
Meeting date: April 24, 2024
Prepared on: April 17, 2024
Attachments: None

Eastern Sierra Pace and Scale Accelerator:

- Staff has continued discussions with CDFW and Whitebark regarding Project expansion into the Mono Basin using unspent funds.
- Met with Southern California Edison on their Infrastructure Investment and Jobs Act funding application for regional workforce benefit.
- Staff has continued to participate in Regional Wildfire Resilience Workforce Development partnership discussions to identify Community College curriculum roll out timing, job placement needs and on the ground training opportunities and build connections to support California Jobs First project opportunities.
- Staff met with regional wildfire resilience workforce development partners to discuss projects and needs.
- Staff continues to participate in bi-monthly Wildfire Resiliency Action Finance Team (WRAFT) to identify models to finance wildfire resiliency project implementation.
- Routine invoicing and reporting
- Whitebark has been working on the finalization of response to public comment and associated edits to the Final Environmental Assessment and preparation of the Final EA and Decision Notice, including:
 - Final review and edits to the Draft Biological Assessment and initiation of formal Section 7 Consultation with US Fish and Wildlife Service
 - Update of design criteria to address US Fish and Wildlife Service comments
 - Working with INF to identify strategy for Section 106 compliance given concerns from local tribes
 - Continued coordination with local tribes and INF Heritage Program regarding shift in approach to section 106 compliance for ESCCRP

Buttermilk Infrastructure and Recreation Planning Initiative:

- Document was completed in December 2023
- Staff has provide the National Fish and Wildlife Foundation (NFWF) all final invoices and reports required by the grant agreement, which expired December 31, 2024; however,

staff is working with NFWF to reserve unspent implementation funds for future work pending the decision of the funding agency.

- Staff is working with Inyo County in a limited capacity to transition in the project from planning to implementation.

Towns-to-Trails:

- Alta Planning and Design has identified a draft trail alignment from Olancha to Markleeville based on public input provided in Fall 2023 and computer modeling. The draft alignment is currently being vetted by local area trail experts for appropriateness and feasibility.
- The revised alignment has been send to regional Agency partners and Tribes to provide feedback on any sensitive resource concerns.
- The next round of public consultation is scheduled to be held in Inyo, Mono and Alpine Counties the week of June 10, 2024.

Community Economic Resilience Fund:

- Staff is convening a monthly regional economic development staff roundtable to discuss project and priorities to inform CEDS and California Jobs First plan development and implementation.
- Staff continues regional convening work in support of the California Jobs First project at the direction of the Sierra Business Council.
- Staff is assisting SBC is preparation of materials for the Sierra Jobs First strategic retreat to be held April 25 and 26 in Truckee.
- Staff has been coordinating community outreach and industry sector partner meetings to be held in May and June.

ESCOG Administration:

- Staff has met with interested candidates to provide on-call consulting services to the ESCOG in support of projects.
- Staff has been participating on the Visit California Regional Advisory Board to inform the Tourism Strategic Plan for the High Sierra region and providing materials as needed.
- Staff is coordinating with member agency leadership to provide regular Board updates as needed.
- The ESCOG was not awarded the Highways-to-Boulevards grant and attended an debrief with Caltrans to review the application.
- Staff met with Eastern Sierra Community Housing and the City of Bishop Planning staff to discuss interest in updating the 2005 ESCOG Eastern Sierra Regional Housing Needs Assessment per the requests of several member agency officials. Staff will draft desire outcomes and a potential scope of work for future consideration.