



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

REGULAR MEETING AGENDA

Friday, August 14, 2020

8:30 a.m.

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

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

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

Board Members

Mono County Supervisor
Stacy Corless – Chair

Mono County Supervisor
Bob Gardner

Town of Mammoth Lakes Councilmember
Lynda Salcido

Town of Mammoth Lakes Councilmember
John Wentworth

Inyo County Supervisor
Jeff Griffiths

Inyo County Supervisor
Dan Totheroh

City of Bishop Councilmember
Jim Ellis

City of Bishop Councilmember
Karen Schwartz – Vice Chair

NOTICE TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at 760-965-3603. Notification 48 hours prior to the meeting will enable the City of Bishop or Town of Mammoth Lakes to make reasonable arrangements to ensure accessibility to this meeting. (See 42 USCS 12132, 28CFR 35.130). NOTE: Comments for all agenda items are limited to a speaking time of three minutes.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment** – Notice to the Public: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Chair, please state your name and address for the record and please limit your comments to three minutes. Under California law the Eastern Sierra Council of Governments Board is prohibited from generally discussing or taking action on items not included in the agenda; however, the Eastern Sierra Council of Governments Board may briefly respond to comments or questions from members of the public. Therefore, the Eastern Sierra Council of Governments Board will listen to all public comment but will not generally discuss the matter or take action on it.
5. **Approve the Minutes of the July 1, 2020 special meeting of the ESCOG JPA.**
6. **Discussion and approval of Clerical Services Agreement between the ESCOG and the Town of Mammoth Lakes.**
7. **Discussion and approval of the Fiscal Services Agreement between the ESCOG and the County of Mono.**
8. **Update on Liability Insurance and Request for Quote.**
9. **Discussion regarding Executive Director recruitment for the ESCOG JPA. Request for Qualifications and Contract for Services.**
10. **Presentation from Inyo-Mono Regional Water Management Group Project Development Specialist Rick Kattelman regarding the Eastern Sierra Water Association and Regional Fire and Forest Capacity Program’s funding opportunity from California Fire Safe Council for a County/Regional-level Fire Prevention Position.**
11. **Update on the Eastern Sierra Sustainable Recreation Partnership (ESSRP) including Partnership Meetings on July 6 and August 3 and reviews future opportunities for ESCOG engagement and update on the status of the Eastern Sierra Sustainable Recreation Coordinator and Mono County.**
12. **Update and Brief Presentation on the Prop 68/Sierra Nevada Conservancy’s “Sustainable Recreation and Tourism Initiative” Grant, administered by the Town of Mammoth Lakes on behalf of regional partners.**

- 13. Introductions and Brief Presentation from the Innovative Financing for National Forest (IFNF) grant program: “Inyo National Forest Campgrounds: Business Plan”.**
 - a. Jeff Lerner - US Endowment for Forestry and Communities**
 - b. Jonas Epstein - USFS National Partnership Office**
 - c. Spencer Plumb, PHD - National Forest Foundation**
 - d. Laura Drescher - Senior Associate, Environment Quantified Ventures**
 - e. John "Pancho" Smith - Acting Forest Supervisor Inyo National Forest**
- 14. Discussion regarding Grant Opportunities, including USDA Rural Development Rural Business Development Grants (RBDG).**
- 15. Board Member/Agency Reports**
 - a. Update on Bishop Eastern Sierra Regional Airport (BIH) Air Service.**
 - b. Update on housing initiatives**
 - c. Other**
- 16. Request for future agenda items**
- 17. Adjournment**

The ESCOG will adjourn to the next regular meeting on October 16, 2020 at 8:30 a.m.



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

SPECIAL MEETING MINUTES

Wednesday, July 1, 2020

8:30 a.m.

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

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

Board Members

Mono County Supervisor Stacy Corless –Chair	Inyo County Supervisor Jeff Griffiths
Mono County Supervisor Bob Gardner	Inyo County Supervisor Dan Totheroh
Town of Mammoth Lakes Councilmember Lynda Salcido	City of Bishop Councilmember Jim Ellis
Town of Mammoth Lakes Councilmember John Wentworth	City of Bishop Councilmember Karen Schwartz – Vice Chair

NOTICE TO THE PUBLIC

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1. Call to Order

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

2. Pledge of Allegiance

Chair Corless led the Pledge of Allegiance.

3. Roll Call

Chair Stacy Corless, Board Members Bob Gardner, Lynda Salcido, John Wentworth, Jeff Griffiths. Dan Totheroh and Alternate Board Member Stephen Muchovej were present via videoconference. Vice Chair Karen Schwartz and Board Member Jim Ellis were absent.

4. Public Comment

There was public comment received via email from Mammoth Lakes Housing (MLH) Executive Director Patricia Robertson with an update on the emergency rent relief program that MLH had been overseeing.

5. Approve the Minutes of the June 12, 2020 regular meeting of the ESCOG JPA.

ACTION: It was moved by Board Member Dan Totheroh, seconded by Board Member Bob Gardner, with Vice Chair Karen Schwartz and Board Member Jim Ellis absent, and carried by a 7-0 voice vote to approve the minutes of the June 12, 2020 regular meeting of the ESCOG JPA.

6. Adopt initial Conflict of Interest Code for the ESCOG JPA.

Inyo County Deputy Counsel Grace Chuchla described the process that had taken place to adopt a Conflict of Interest Code for the ESCOG JPA. Ms. Chuchla reported that the 45-day public comment period had come to an end and that there had been no public comments received. She reported that there was an edit to be made to the resolution number in paragraph one that pertained to the Resolution Announcing the Intent to Adopt a Conflict of Interest Code (COI) from 2020-02 to 2020-01. The final Resolution adopting the COI was 2020-02.

Chair Stacy Corless requested corrections to the spelling of her first name and title.

There was conversation between Ms. Chuchla and Chair Corless.

ACTION: It was moved by Board Member Bob Gardner, seconded by Board Member John Wentworth, with Vice Chair Karen Schwartz and Board Member Jim Ellis absent and carried by a 7-0 voice vote to approve initial Conflict of Interest Code for the ESCOG JPA with edits.

7. Adjournment to the next regular meeting to be held on August 14, 2020.

The meeting was adjourned at 8:41 a.m.

DRAFT

**AGREEMENT REGARDING CLERICAL SERVICES TO BE
PROVIDED BY THE TOWN OF MAMMOTH LAKES
TO THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY (ESCOG)**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) and the Town of Mammoth Lakes, a municipal corporation (“the Town”).

Recitals:

A. Section 3.03 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that ESCOG may “contract for any services judged by the ESCOG to be necessary or convenient for carrying out its purposes and to pay the costs of such services.” Section 3.03 further provides that ESCOG may contract with an ESCOG member to obtain such services.

B. ESCOG and the Town wish to enter into a contract to permit the Clerk of the Town to provide clerical services to ESCOG as spelled out below. ESCOG and the Town further wish to set out the compensation to be provided to the Town in return for the provision of clerical services.

Terms and Conditions:

The parties hereto agree as follows:

1. The Town shall provide the following clerical services to ESCOG:
 - a. The preparation of agendas for the Board of Directors meetings;
 - b. The filing and retention of ordinances and resolutions passed by the Board of Directors;
 - c. The filing and retention of Form 700s pursuant to ESCOG’s conflict of interest code;
 - d. The provision of streaming services to broadcast ESCOG’s Board of Directors meetings online and the retention of recordings of Board of Directors meetings;
 - e. The taking and preparation of minutes of the meetings of ESCOG’s Board of Directors;
 - f. Management and updating, as needed, of the ESCOG website.
2. As compensation for the provision of the services spelled out in Section 1,

ESCOG shall initially pay the Town a flat fee of \$1,666 per month, regardless of the actual amount of services provided, which is based on the parties' good-faith estimate of the Town's average monthly costs of providing such services over a typical 12-month period.

3. Should the need arise for the Town to provide clerical services to ESCOG beyond the scope of services set forth in Section 1, the Town will charge ESCOG on an hourly basis using the then-current hourly salary for any Town employee involved in the provision of services to ESCOG. The Town will not provide clerical services to ESCOG beyond the scope of services set forth in Section 1 without seeking prior written approval from ESCOG.

4. On or before July 1, 2021, and every July 1st thereafter, the Town and the ESCOG Executive Director shall review and discuss whether an adjustment to the monthly compensation may be appropriate. Any agreed-upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference.

5. Invoices for services shall be sent to ESCOG in care of its Executive Director or such other individual as ESCOG may designate from time to time, on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. ESCOG shall pay invoices within 30 days of receipt.

6. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time due to the other party's failure to perform its obligations under the contract, through oral or written notice to the other party (effective immediately).

7. 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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Execution:

This Agreement shall be deemed entered into as of July, 1, 2020, regardless of when actually approved or executed by the parties hereto.

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ Stacy Corless, Chair ESCOG Board of Directors</p> <p>APPROVED AS TO FORM: _____ ESCOG Counsel</p>	<p>TOWN OF MAMMOTH LAKES, a municipal corporation</p> <p>By: _____ Bill Sauser Town Mayor</p> <p>APPROVED AS TO FORM: _____ Town Attorney</p>
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**AGREEMENT REGARDING FISCAL SERVICES TO BE
PROVIDED BY THE COUNTY OF MONO
TO THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY (ESCOG)**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority ("ESCOG") and the County of Mono, a political subdivision of the State of California ("the County").

Recitals:

A. Section 5.04 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that "the Finance Director of the County of Mono shall serve as the Fiscal Agent, Treasurer and Auditor (hereinafter 'Treasurer') for the ESCOG, unless otherwise directed by a majority of the Board."

B. ESCOG and the County wish to affirm their intention to have the Finance Director of the County provide the services spelled out in Section 5.04 to ESCOG. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of fiscal services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide fiscal services to ESCOG as spelled out in Section 5.04 of the Joint Powers Agreement.
2. As compensation for the provision of the services spelled out in Section 5.04, ESCOG shall initially pay the County a flat fee of \$416.00 per month, regardless of the actual amount of services provided, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period.
3. Should the need arise for the County to provide fiscal services to ESCOG beyond the scope of services set forth in Section 5.04, the County will charge ESCOG on an hourly basis using the then-current hourly salary for any County employee involved in the provision of services to ESCOG. The County will not provide fiscal services to ESCOG beyond the scope of services set forth in Section 5.04 without seeking prior written approval from ESCOG.

4. On or before July 1, 2021, and every July 1st thereafter, the County and the ESCOG Executive Director shall review and discuss whether an adjustment to the monthly compensation may be appropriate. Any agreed-upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference.

5. Invoices for services shall be sent to ESCOG in care of its Executive Director or such other individual as ESCOG may designate from time to time, on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. ESCOG shall pay invoices within 30 days of receipt.

6. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time for cause, through oral or written notice to the other party (effective immediately).

7. 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.

Execution:

This Agreement shall be deemed entered into as of July 1, 2020, regardless of when actually approved or executed by the parties hereto.

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ Stacy Corless, Chair ESCOG Board of Directors</p> <p>APPROVED AS TO FORM:</p> <p>_____ ESCOG Counsel</p>	<p>COUNTY OF MONO, a political subdivision of the state of California</p> <p>By: _____ Stacy Corless, Chair Mono County Board of Supervisors</p> <p>APPROVED AS TO FORM:</p> <p>_____ County Counsel</p>
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DRAFT

AGREEMENT BETWEEN COUNTY OF INYO

**AND _____
FOR THE PROVISION OF _____ SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

(\$ _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement 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 the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County 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 the County.

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

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

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 the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

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

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 County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-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 County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	_____	Department
	_____	Address
	_____	City and State
Contractor:		
	_____	Name
	_____	Address
	_____	City and State

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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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Eastern Sierra Council of Governments
Request for Qualifications for the Provision of Administrative Services

Opening Date: August 17, 2020

Closing Date: September 18, 2020

Contact: [name of person who can answer questions regarding this RFQ, and his / her contact info]

General

The Eastern Sierra Council of Governments seeks proposals from individuals who can perform the tasks and services enumerated below. To be considered, proposals must be received by ESCOG on or before **September 18, 2020**. Proposals may be submitted by mail (mailing address: [insert]) or by email (email address: [insert]). No oral or telephonic proposals will be accepted.

ESCOG will evaluate all submissions based on the totality of their responses. A respondent's inability to provide a certain service is not necessarily disqualifying, as ESCOG will consider which submission *as a whole* will provide the best service and display the most relevant qualifications.

ESCOG reserves the right to determine whether respondents meet the criteria set forth below. ESCOG further reserves the right to reject any respondent based on its assessment that a respondent does not meet the responsibility criteria.

The successful respondent will be expected to enter into a **County of Inyo Standard Contract - No. 116 f- or Independent Contractors**, a copy of which is attached.

Services and Qualifications Required

ESCOG seeks to partner with an individual who is qualified to offer the following services to ESCOG. Please complete the following by briefly describing your qualifications to each service to ESCOG and any relevant experience that you have in providing similar services to other business or entities. Please attach additional pages if necessary and include a copy of your most recent resume.

A lack of experience in providing any of the services listed below does not necessarily disqualify a respondent from consideration. Responses will be ranked based on the totality of their responses to all questions.

- A variety of administrative and executive services as directed by the ESCOG
 - Research and report to ESCOG on funding opportunities for the ESCOG including opportunities for regional economic development, ESCOG staffing, etc
 - Research and report to ESCOG on an inventory of current programs and capacity for the ESCOG to engage including those identified as priorities for the ESCOG

- Research and report to ESCOG efforts re: the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and the Sustainable Recreation and Tourism Initiative (SRTI) and future opportunities for the ESCOG
- Coordination of matters re: Finances, Insurance, Legal Representation, and Administration of the ESCOG with ESCOG service providers (legal, financial, etc)



CALIFORNIA FIRESAFE COUNCIL

CFSC GRANTS – County Wildfire Mitigation Coordinators

Summary: The 2019/20 Budget Act directed a specific GGRF grant for “WILDFIRE MITIGATION COUNTY COORDINATORS - \$6,000,000 for block grants to county groups to support implementation of fire prevention and preparedness community action in collaboration with University of California fire advisors, resource conservation districts, and others”. CAL FIRE is utilizing the CA FIRE SAFE COUNCIL as the grantor organization and performance requirements are currently in final development.

Key Requirements:

- Grants are to fund overall county coordination in support wildfire mitigation activities.
- No match funds are needed and it is a reimbursable grant.
- Grant period will be approximately 18 months beginning in the fall of 2020.
- Counties with a greater proportion of disadvantaged communities per state criteria will be given priority.
- Coordination can take many forms but the goal is either develop or enhance coordination among the various wildfire education, prevention, and mitigation groups within a county.
- The primary deliverable of the grants will be a structured report at the end of the grant period that details the various groups, programs, coordination structure, funding, and needs for effective wildfire mitigation within the participating county.
- County Coordinators may be employed by any organization within the county willing and able to manage the work.

Implementation Details

- What is the level of interest by the eligible 56 counties?
- Since counties have a high degree of diversity in how they organize to for wildfire prevention, county government is best situated to direct the grant funds to the appropriate organization within the county. EX: In one county, the RCD may fill that role while in another county there is an effective countywide Fire Safe Council with local representatives.
- The statewide CFSC will provide a program manager and regional coordinators to assist with information gathering, guidelines, and program questions as well as assembling the final statewide report to CAL FIRE.

Questions may be directed to:

RCRC: Staci Heaton at sheaton@rcrcnet.org

CSAC: Catherine Freeman at cfreeman@counties.org

CFSC: Kate Dargan at ktdargan@gmail.com or chairs@cafiresafecouncil.org



**Eastern Sierra Sustainable Recreation Partnership (ESSRP)
Monday July 6, 2020 – 3:30 PM**

Via ZOOM: <https://us02web.zoom.us/j/87600995349?pwd=eklqY1BBWi9hRFBwMHHMyWmt5dzg3QT09>

Meeting ID: 876 0099 5349 Password: 344253

Items Highlighted in Yellow are attached to the Agenda or will be presented during the meeting

1. **The Partnership Partnership Signatories: Alpine County*; City of Bishop*; Inyo County*; Mono County; Town of Mammoth Lakes; Inyo National Forest; Humboldt-Toiyabe National Forest - *have voted to sign partnership agreement Web Page: <https://www.essrp.org>**
 - a. Partners in Process: NPS; BLM; LADWP; CALTRANS

2. **Introductions**
 - Pancho Smith – Detailed Forest Supervisor provided an introduction**
 - John Wentworth – MLTPA President**
 - Matthew Paruolo – MLR Sustainable Recreation Coordinator**
 - Philip DeSenze – White Mtn. District Ranger, INF**
 - Gordon Martin – Mammoth/Mono District Ranger, INF**
 - Bob Gardner – Mono County Supervisor**
 - Nora Gamino – Engineering and Minerals Specialist – INF S.O.**
 - David Griffith – Alpine County Supervisor**
 - Jeff Griffiths – Inyo County Supervisor**
 - Lynda Salcido – TOML Supervisor**
 - Kevin Killian – Devils Postpile/ YNP Acting Superintendent**
 - David Page – MLR Board**
 - Stacy Corless – Mono County Supervisor**
 - Joe Meyer –**
 - Craig Albright – MMSA Skier Services/ MLR Board**
 - Bernadette Johnson – Manzanar Superintendent**
 - Matt Driscoll – SNC Regional Representative**
 - Adam Barnett – INF - Assistant Public Services Staff Officer**
 - Casey McCoy - MMSA**
 - Sherri Lisius – BLM - Recreation and Resource Specialist**
 - Jill Batchelder – Cal Trans -**
 - Patrick Taylor – NPS -**
 - Chelsea Taylor MLTPA - Facilitator**
 - Dan Holler – TOML Town Manager**
 - C Jones – CA State Parks -**
 - S135745 -**
 - 760.934.2571 -**
 - Brian Hansen -**



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3. Housekeeping Is Always Good News

- a. “Innovative Finance for National Forests Grant Program” – *Inyo NF and MLTPA*
 - i. *Contracts signed – Kickoff meeting gets scheduled this week*
 - **Nora Gamino – more to share next month; updates to follow**
- b. ESSRP: COVID Closures Webpage - *MLTPA*
 - i. <https://www.essrp.org/covid19closuresessrp>
 - **10,000 page views to date. Intended to be a shareable resource**
- c. Review of ESSRP Responsible Recreation Collateral - *MLTPA*
 - i. **Presentation**
 - **Link will be submitted to ESSRP contributors (to follow)**
 - **Gordon Martin – Copywriting concerns re: Smokey the Bear**
- d. “Community Projects Webpage” – *SRTI*
 - i. <https://www.essrp.org/gateway-community-projects>
 - **Transition from analog to digital world – please provide comments, criticism, and questions**
 - **To be launched within the next couple weeks**
- e. USFS/LADWP Partnered Efforts: USFS/LADWP/NFWF – *Inyo National Forest*
 - **Partnership will be held between DWP and NFWF**
 - **Still in beginning stages of partnership agreements**
 - **Need to bring Acting Forest Supervisor up to speed**
 - **LADWP has selected a couple projects (mostly veg/fuels) they wish to pursue**
 - **Updates to follow – Nora Gamino is acting lead in concert with Forest Supervisor and District Rangers**

4. Partner Updates

Alpine County

- **Update provided re: COVID-19 – Use of mobile “CalTrans style” signs – “face coverings required”**

BLM

- **Campgrounds are full and experiencing greater use than normal**



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- Dispersed camping is extremely busy
- Public comment for Alabama Hills EA should be public this week

CALTRANS

- Jill Batchelder to attend meetings moving forward

CA State Parks

- CA State Parks experiencing higher than average use

City of Bishop

- Not Present

HT National Forest, USFS

Jan Cutts Update:

- – Experienced high use on forest
- Wilderness ranger presence is commencing
- Ranger office is not physically open
- Front desk is a walk-up window w/ Plexi Glass to accommodate Wilderness, Fuel, and Interagency Passes
- PPE is available for staff
- HTNF is issuing permits via email through Recreation.gov
- Dispersed camping has caused at least one fire – others created by thundershowers

Inyo County

Jeff Griffiths Update:

- Town is extremely busy
- 13 or so COVID-19 documented
- Contact tracing suggests it is almost exclusively to travel in/out. Not much person to person spread within the county.
- Contract with Bishop Chamber of Commerce re: COVID-19 messaging
- Inyo County/ Mono County are not currently on the “watch list” though this may change based on trend

Inyo National Forest, USFS

- Pancho Smith Update - Working on Visitor Center solutions for public and employee safety
- Philip DeSence Update – Staff has remained safe, and fire-crews 100% responsive



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- David Anderson not present – Philip Acting – Small closure order is in place at walk-in campsites due to substantial rockfall. Crew is currently working to clear sites; re-opening TBD
- Wilderness permits may be issued via email
- Gordon Martin Update – Group campsites and Reds Meadow areas remain closed. CLM is working to get these areas open. All other sites are open. Reds Meadow road is open
 - Edison is completing Lakes Basin work

LA DWP

Not Present

Mono County

Supervisor Corless Update:

- Constituent safety concerns
- trash dumpsters were of huge benefit
- Need to focus on partnerships and Sustainable Recreation
- Enforcement primarily focused on business and safety
- BOS meeting tomorrow to include COVID-19 update – Mono County still meeting safe and healthy guidelines for infection rate despite being up to 48 confirmed cases

Supervisor Gardner Update:

- South Tufa is extremely busy; everyone wearing masks; nobody climbing the Tufa; Zero Drone activity
- Proposes poop task force given the amounts of human/dog waste accumulating

National Park Service

- K Killian - Majority of contact with audience being via signage
- Bernadette Johson – Uptick in visitors despite “stay at home” orders. Facility restrooms are not open. Portapotty’s and a vault toilet are being utilized. Need to discuss visitor center reopening with INF
- Patrick Taylor – Death Valley update:
 - Monitor accumulation of poop via science/GIS
 - Saline Valley remains closed. Most of the park is open. Down by about 25% of what normal visitation is
 - VIS likely to open in fall

Town of Mammoth Lakes

Dan Holler Update:

- Coordination efforts with CALFIRE for hazard tree abatement



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- Trail Host program to launch ASAP to include informational output and on-the-ground visitor services. Pilot program has been successful
- TOML provided no-parking signs and portable restroom units in support of INF Lakes Basin management
- Two SAR rescues were enacted on Friday in Mammoth Lakes region
- Lakes Basin and Sherwins Area Trail Enhancement Project currently receiving Public Scoping – has been years in the making with quality research and studies to enhance the trail system sustainably. Coordination with local ranger district has been very positive
- E-bikes have been sold out this weekend. Economic activity has picked up considerably

Craig Albright/MMSA update:

- Cooperative and compliant guests with trial-host actively engaging the public

5. Partnership: Wins and Actions/Overview and Updates

- a. “Sustainable Recreation and Tourism Initiative (SRTI) – *SNC and CA Proposition 68*
 - i. “Climate Adaptation and Resilience Assessment”- *SRTI*
 1. **Presentation**
 2. [*Sierra Nevada Recreation And Infrastructure Vulnerability Assessment And Adaptation Strategy Partnership*](#)
 - Forest Service has partnered with University of Washington and R5 to see this tract move forward
 - ii. “Connection to the Eastern Sierra Visitor Audience”
 1. **Presentation**
 - Productive virtual-meetings are taking place. Team and participants are now working on the deliverables of this tract
 - Work happening with a lead consultant helping to guide and focus the process
- b. National Parks System (NPS) “Rivers Trails and Conservation Assistance” – *MLTPA*
 - On hold due to COVID-19
- c. Eastern Sierra Sustainable Recreation Coordinator – *Matthew Paruolo*
 - Update provided re:
 - Disperse Camping
 - COVID-19 messaging
 - Poop
 - Lakes Basin and Sherwins Area Trail Enhancement Project



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- Special Use Permit – Shady Rest Park
- Buckeye Hotsprings Recreation and Watershed Enhancement Project

6. Governance Overview

- Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority – *Partners*
 - Next Meeting tentatively scheduled for Friday, August 14
- ESSRP Governance Committee
 - Jan Cutts – *(Humboldt-Toiyabe NF)*
 - Jeff Griffiths – *(Inyo County)*
 - Bob Gardner – *(Mono County)*
 - Nora Gamino – *(Inyo National Forest)*
 - Dan Holler - *(to assign from TOML)*
 - David Griffith – *(Alpine County)*
 - Karen Schwartz - *(City of Bishop)*

7. Next Meeting - First Monday of the Month @ 3:30

- Monday August 3 @3:30 Via Zoom
- Agenda Items



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1. **The Partnership** *Partnership Signatories: Alpine County*; City of Bishop*; Inyo County*; Mono County; Town of Mammoth Lakes; Inyo National Forest; Humboldt-Toiyabe National Forest - *have voted to sign partnership agreement* **Partners in Process:** NPS; BLM; LADWP; CALTRANS
 - Dan Totheroh – Inyo Co. Supervisor
 - Chelsea Taylor – MLTPA – Consultant
 - Sherry Reckler – R5 Special Assist. To the Regional Forester
 - Jan Cutts – Bridgeport, HTNF District Ranger
 - Sherri Lisisu – Recreation & Resource Mgr., BLM District 6
 - Philip DeSenze – White Mtn., INF District Ranger
 - Jeff Griffiths – Inyo Co. Supervisor
 - David Page –
 - Jeff Lerner – US Endowment for Forestry and Communities
 - Matt Driscoll – SNC Eastern Sierra Area Rep.
 - Lee Taylor –
 - Karen Schwartz – City of Bishop, City Council
 - Tony Dublino – Mono Co. Public Works Director
 - Kim Aneclario – MLR, Program Administrator
 - Kristy Williams – MLTPA, consultant
 - Bob Gardner – Mono Co. Supervisor
 - Michael Ward – MLTPA, sub-contractor, consultant
 - Carl Ribaud – MLTPA, sub-contractor, consultant
 - Brian Hanson
 - Colin Quilter – Inyo Co., CAO
 - Alicia Vennos – Mono Co., Economic Development Director
 - Gordon Martin – Mammoth District Ranger, INF
 - Brian Hansen
 - Bernadette Johnson – Manzanar Historic Site Superintendent, NPS
 - Dennee Alcalá – Cal Trans, DOT
 - Elaine Kabala –
 - Pancho Smith – Inyo National Forest Supervisor
 - Seth Brown
 - David Griffith – Alpine, Co. Supervisor
 - Laura Drescher –



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- Jonas Epstein – WASHO – Conservation Finance Specialist
- Patrick Johnston – NPS
- Kevin Killian - NPS
- Stacy Corless – Mono Co. Supervisor
- David Anderson – Mt. Whitney District Ranger, INF
- Joel Rathje – TOML Trails Manager

2. Introductions

- a. “Innovative Finance for National Forests” – *Invited to Appear*
 - i. Spencer Plumb – *National Forest Foundation*
 - ii. **Jeff Lerner** - *US Endowment for Forestry and Communities*
 - iii. **Jonas Epstein** – *US Forest Service, Washington Office*
 - iv. **Sherry Reckler** - *Ecosystem Services Program Manager/Special Assistant to the Regional Forester Pacific Southwest Region (R5)*
 - v. **Seth Brown** - *Director, Quantified Ventures*
 - vi. **Laura Drescher** - *Senior Associate/Environment, Quantified Ventures*
- **The group introduced themselves and their roles as noted above.**

3. Imagining and Building Sustainable Recreation and Tourism in the Eastern Sierra

a. Begin Presentation

- **Great American Outdoor Act.**
- **Rivian Electric Vehicle in Pickup truck and SUV market. Advertising based on Outdoor Recreation.**
 - **Request to place chargers.**
- **MTLS Trail Host Program**
- **Metropolitan Exodus – Leveraging Digital 395 – may be expedited!**
- **Real Estate Market in the region is robust.**
- **Coronavirus Update**
- **Petition Requests**
- **Close Down Hotels and Rentals in Mono County**
- **Hold Tourism accountable for Cleanup**

- b. **SRTI - Visitor Connection Working Group – Building A Voice for the Eastern Sierra**
 - i. **Meeting #5 – “Visualizing the Eastern Sierra” - Thursday August 20, 2020**



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- ii. Meeting #4 – “Messages and Stories” - Presentation
 - 1. https://mltpa.org/images/downloads/704_01_Meeting4_Presentation_FINAL.pdf
- c. SRTI - Climate Adaptation and Resilience Assessment
 - i. Bi-Weekly Team Meeting – August 6 @ 09:00 AM
 - ii. USFS – Region 5
 - 1. [Sierra Nevada Recreation And Infrastructure Vulnerability Assessment And Adaptation Strategy Partnership](#)
 - iii. Scope of Work for Placeworks and ICF
 - 1. https://mltpa.org/images/downloads/703_01_Final_PlaceWorksScope_TOML_APPR_OVED.pdf
- d. SRTI - Community Projects Webpage
 - i. 23 Project Ideas Submitted
 - 1. <https://www.essrp.org/gateway-community-projects>
 - ii. Review of Marketing Plan and Opportunities for ESSRP – *Kristy Williams*
- e. ESSRP - Responsible Recreation Collateral
 - i. https://drive.google.com/drive/folders/11NtU-49R0ifr2vU_skWizLW8LGWQXwaf
- f. ESSRP - COVID Closures Webpage
 - i. <https://www.essrp.org/covid19closuresessrp>

4. Governance Overview

- a. Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority – *Partners*
Bob Gardner Updates:
 - **Draft statement about governance attached today.**
 - **Need to add that this is all on public lands. (See Adam Barnett’s comment)**
 - **Note by David Griffith – there are many forests in Region 5 that have signed on to this type of agreement with a super-majority. Something that the USFS can do. Can be done and has been done in 2 other regions.**
 - **Please review and send comments to Bob.**
 - **ESSRP has no legal “home” right now. Pursuing through the ESCOG. Working with their legal team.**
 - i. **Next Meeting Scheduled for Friday, August 14 – *Stacy Corless***
- b. ESSRP Governance Committee – Bob Gardner
 - i. **Jan Cutts – (*Humboldt-Toiyabe NF*)**
 - ii. **Jeff Griffiths – (*Inyo County*)**



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- iii. Bob Gardner – (Mono County)
- iv. Nora Gamino – (Inyo National Forest)
- v. Dan Holler - (to assign from TOML)
- vi. David Griffith – (Alpine County)
- vii. Karen Schwartz - (City of Bishop)

1. 01_ESSRP_MoA1-25-2020_GovernanceAgree_01

5. Partner Updates – “Overtourism 2.0: The COVID Years”

Alpine County - David Griffith:

- COVID-19 not a problem in Alpine County (so far) – county employees are back working in their offices.
- They are noticing more use on the forest.
- El Dorado has doubled their enforcement/patrols – largely for fire.
- More traffic on the highway.
- Second homeowners are making this their first homes.
 - Bear Valley School – 4 students previously enrolled – now 20+
- Theresa McClung (Deputy Supervisor H-T) – has resigned

BLM - Sherri Lisius:

- Alabama Hills open
- Alabama Hills Management Plan is primary focus
- Busy! Campgrounds and Dispersed Camping.

CALTRANS - Denee Alcalá + Jill Batchelder

- Caltrans employees are tele-working as much possible (not maintenance and construction crews)
- Construction in Mono County during summer
 - Apen-Walker shoulder project wrapping up
- Watching traffic numbers go back up quickly – closer to pre-covid numbers.

Jill Batchelder

- No additional report.

CA State Parks

No one in attendance

City of Bishop - Karen Schwartz

- Rezoning city of Bishop Project



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- Working on a grant with CalTrans to rezone Bishop for better traffic management and quality of life for residents
 - Kicked off community meeting
- Very busy – like surrounding communities
- Recent uptick in COVID cases.

Elaine Kabala

- No additional report.

HT National Forest, USFS - Jan Cutts

- Office is primarily tele-working and will continue to do so into the winter.
- Fire and law enforcement employees ARE out
- Seeing quite a bit of violation of fire restriction (lots of campfires happening)
- Working with ranger in Carson to get some public service announcements out.
- They are providing walk in wilderness permits (front desk window is a walk-up window.) Open through mid-September when quota season ends. For Hoover Wilderness.

Inyo County - Jeff Griffiths

- Same sense of being over-run is happening there. We are overrun with people who don't know what they are doing.
- COVID – they have a pretty big spike going on right now that is fairly serious.
- Restaurants reporting that even with limited serving (take out and outdoor seating) they are seeing numbers like last year. Reporting many guests have not been here and have not done pre-planning in terms of where they will stay and don't have any idea about current rules and restrictions.
- Would like to see some enforcement/ticketing.

Dan Tothoroh

- Large proportion of visitors do not understand outdoor etiquette. SIMPLE education that we though everyone should understand.

Clint Quilter

- Large spike of cases – large grouping in one spot.

Inyo National Forest, USFS

Pancho Smith

- Very busy – campgrounds are full; dispersed camping is full.
- Different societal type – people who don't have same understanding/ideas of how you camp.



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- Most employees are tele-working. Expect for Fire, law enforcement, some recreation and some wilderness rangers.
- 2 LEOs for 2 million acres. They are ticketing.
- Abandoned campfires – running on 1-2 every morning that are going out of campfire rings.
- Mask use – many folks aren't even carrying masks.
- Cooperation from Sheriff, Highway Patrol, MLPD is appreciated.
- Hope to have more patrols – even if it is the big engines driving around.
- How do we educate these folks? How do we catch them before they get to us to educate them.

Phillip DeSenze

- Agree that there are significant people from out of the area; but there are also local folks who know that enforcement is scarce – they need to set a good example too!
- Needs help - Please share with him any feedback. Information is not necessarily getting to him in a timely manner – but he will allocate resources when he can.
- Closing campgrounds isn't an option. They will come anyway.

Sheri Lisius chimed in to share that she also would love to hear if you see anything out there!

David Anderson

- Support what colleagues are saying.
- Appreciate if there are county officers out or others out there and can legally cite people – please DO!

Gordon Martin

- Very stretched. More use than they are used to.
- Please bear with them

LA DWP

No report

Mono County

Stacy Corless

- Things are certainly busy in Mammoth. Effort that TOML, INF/Mammoth District effort for higher on-the-ground presence this weekend was appreciated.
- Trail Host Program: Joel Rathje (asks that Joel gives update when it is TOML's turn to talk)
- Curious to hear more about Great American Outdoors Act funding projects. Looking forward to collaborating on projects.



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Bob Gardner

- 145 cases – up significantly – some in June Lake and Lee Vining.
- Trying to balance: public health & safety & visitors, supporting local economy, taking care of public lands.
- Many businesses are doing well – seeing numbers similar to last year.
- RV Park – multiple examples of people behaving badly more than normal.
- Trail host/dispersed host ideas.
- SCE Work (tree removal & trimming) is winding down

Tony Dublino

- Not much to add.
- Has seen highest number of cars at parking lots, people camping where they shouldn't be.
- Their priority is to keep up with the trash. Maybe facilities are not available at the trailheads, etc.

Alicia Vennos

- Having calls on tourism hotline from people here already not knowing that they can not get reservations. They don't want to disperse camp, but there are no sites open.
 - Can we open group sites to regular campers?
 - Phillip DeSense – 40% of campsites are first come first served – but they fill up quickly.
 - Group sites aren't set up for different parties. This would be a drop in the bucket in the big picture.
 - Sheri Lisius reports that BLM campgrounds, while hot, are not running full – they have space!

National Park Service - Bernadette Johnson

- Busy – in spite of no face-to-face services.
- 15,000 cars have come through with no visitor center open. (I think she said June-July)
- People have been camping in the parking lot.
- Most of their visitor contact folks are tele-working.
- Quite a few European Visitors – who have no idea about the closures/limitations at National Parks.

Patrick Johnson



**Eastern Sierra Sustainable Recreation Partnership (ESSRP)
Monday August 3, 2020 – 3:30 PM**

Via ZOOM: <https://us02web.zoom.us/j/87600995349?pwd=eklqY1BBWi9hRFBwMHMyWmt5dzg3QT09>

Meeting ID: 876 0099 5349 Password: 344253

Items Highlighted in Yellow are attached to the Agenda or will be presented during the meeting

- Death valley is open except for visitor centers, soaking tubs at Saline Valley and a few other areas.
- Feedback from their executives was that they were in the area and thought signage and services were well done.
- Woody Smack no longer at Sequoia Kings Canyon (Lee Taylor is replacement.)

Kevin Killian

- Devils Postpile
- Don't have capacity they would like without the bus. Parking lots are busy.
- Yosemite Day passes are selling out every day.
- Don't have capacity to open mire camping. They are doing daily monitoring at the sites in the park.
- At capacity in the Wilderness.

Town of Mammoth Lakes - Joel Rathje

- Trail Host Program
 - Effort that took shape coming out of the Trail System Master Plan.
 - Mobilizing now.
 - Most people that they encounter (9 out of 10) are glad to see them there.
 - They see people moving logs and barriers to get in to places to set up camp.
 - Growing the program in the coming weeks.
 - Program is collecting data.
 - Looking for volunteers and for paid staff (mature people that know the trail system.)

6. Partnership: Wins and Actions/Overview and Updates

a. Eastern Sierra Sustainable Recreation Coordinator – *Matthew Paruolo*

- Appreciate higher level discussion concerning overtourism/messaging.
- Trying to be adaptive and help in any way possible.
- Regulatory signage – both town and county have upped the ante.
- On the ground stewardship
 - Adopt A Trail Program kicking off in Mammoth Lakes and Mono County.
- Trying to get projects in the queue and lined up for possible funding from GAOA.
- **For next meeting: Closer collaboration on Law Enforcement – what might that look like?**

7. Next Meeting - First Monday of the Month @ 3:30

a. Monday **September 14** @3:30 Via Zoom



Inyo National Forest Campground Improvements

Summary

Context:

- Publicly managed recreation sites are an important driver for local economies in the Eastern Sierras.
- Over-visitation, climate change, and budget shortfalls have left these sites under-resourced and degraded.
- These challenges are growing. Visitation is increasing, climate change pressures are mounting, and the amount of deferred maintenance is rising.
- Federal public land manager budgets cannot meet the challenge alone.
- Communities with recreation-driven economies are motivated to reverse these trends that affect their economic viability.
- Gateway communities have sought to create public-public partnerships, such as the Eastern Sierra Sustainable Recreation Partnership, to jointly address these issues with other land managers, including the Inyo National Forest.
- These partnerships allow for coordination of cross-boundary projects along shared goals and values, including project sustainability, access for all, and stewardship of the land and its resources.
- Building on this foundation of coordination, these organizations can move towards joint funding and/or financing of sustainable recreation to provide the scale of capital needed to reverse these trends.

Problem Statement: The current campgrounds at Inyo National Forest do not accommodate the needs of modern campers, and the usual methods of funding these improvements are not available. As noted above, the deterioration of these assets has adverse impacts on the regional economy. Because past methods of funding improvements are not available, the project team must consider innovative financing mechanisms, including outcomes-based financing, in conjunction with optimization of the current permitting framework for capital investment and/or revenue sharing from concessionaires.

Potential Funding Sources: (contingent on improvements)

- Grants/Appropriations (e.g., GAOA, Prop 68)
- Public Revenues (state and local taxes)
- Private capital (campground/project revenues)

Ultimate Project Goal: Create a Business Plan that stacks capital from new sources in a sustainable and replicable way to yield the following outcomes:

- maximized revenues due to higher occupancy rates and optimized fee structures;
- enhanced revenues to local gateway communities including sales/lodging taxes;
- diversified business opportunities; and
- natural resource protection, including adaptation and resilience to climate change.