



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

Friday, February 10, 2023, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

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

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=2023>, 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**
 - 1.1 **Request to approve Supervisor Griffiths' Remote Participation in the February 10, 2023 ESCOG Meeting Pursuant to AB 2449.**
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 October 14, 2022**
 - 4.2 **Approve the minutes of the Regular Meeting of December 9, 2022**
 - 4.3 **Approve the 2023 ESCOG Meeting Calendar**
 - 4.4 **File the 2021-2022 Financial Report**
5. **POLICY MATTERS**
 - 5.1 **Receive a presentation from Sandra Moberly, Town of Mammoth Lakes Community and Economic Development Director Regarding the Town's "Housing Now!" Initiative**
 - 5.2 **Approve Staffing Contract with Inyo County for Executive Director of Regional Coordination Position**
 - 5.3 **Approve Contract Amendment with Eastern Sierra Planning, LLC to extend until April 15, 2023**
 - 5.4 **Approve California Advanced Services Fund Grant Disbursement Schedule and Consent Forms and Approve Agreement Between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium regarding the Processing of Reimbursement Request under CASF Grant**
 - 5.5 **Appoint ESCOG Members to the Mono Inyo Working Air Group**
 - 5.6 **Award Contract for Buttermilk Infrastructure and Recreation Planning Initiative**
 - 5.7 **Consideration of Master Challenge Cost Share Agreement with U.S. Forest Service – Inyo National Forest**
 - 5.8 **Consideration of Memorandum of Understanding Between the Eastern Sierra Sustainable Recreation Partnership and ESCOG**
 - 5.9 **Discussion on Community Economic Development Strategy Submittal by ESCOG and California Economic Resiliency Fund Update**

5.10 Executive Director Update Report

5.11 Call for Selection of Chair and Vice Chair

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 April 14, 2023.



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Request to approve Supervisor Griffiths' Remote Participation in the February 10, 2023 ESCOG Meeting Pursuant to AB 2449

Meeting date: February 10, 2023

Prepared on: February 3, 2023

Attachments: None

ANALYSIS:

AB 2449 permits a member of a legislative body to participate remotely in a meeting of that body if he or she has either "just cause" or an "emergency circumstance." Per Gov't Code section 54953(j), "just cause" includes "travel while on official business of the legislative body or another state or local agency."

Supervisor Griffiths is currently in Washington, DC to attend the 2023 National Association of Counties Legislative Conference on behalf of Inyo County. He therefore has just cause to appear remotely at this ESCOG meeting.

Per Gov't Code section 54953(f), Supervisor Griffiths will also disclose whether anyone over 18 years old is in the room with him while this meeting is occurring and will participate using both audio and video.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board approve Supervisor Griffiths' request to appear remotely at the February 10, 2023 ESCOG meeting.



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

Minutes of Regular Meeting

October 14, 2022, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Lynda Salcido

Members Absent: Vice Chair Dan Totheroh, Board Member Jim Ellis

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

Chair John Wentworth called the meeting to order at 8:33 a.m. in the Council Chamber, 437 Old Mammoth Road, Mammoth Lakes. Chair Wentworth and Board Members Karen Schwartz, Stacy Corless and Lynda Salcido attended the meeting in person. Board Members Bob Gardner and Jeff Griffiths joined the meeting via videoconference.

2. **PLEDGE OF ALLEGIANCE**

City of Bishop City Administrator Deston Dishion led the Pledge of Allegiance.

3. **PUBLIC COMMENTS**

There were no comments given at this time.

4. **CONSENT AGENDA**

Moved by Board Member Stacy Corless
Seconded by Board Member Lynda Salcido

Approve the Consent Agenda.

For (6): Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Lynda Salcido

Absent (2): Vice Chair Dan Totheroh, and Board Member Jim Ellis

Carried (6 to 0)

- 4.1 **Approve the minutes of the Regular Meeting of August 12, 2022**
- 4.2 **Approve the minutes of the Special Meeting of September 9, 2022**
- 4.3 **Approve the minutes of the Special Meeting of October 7, 2022**
- 4.4 **Approve a Letter of Support for the Whitebark Institute Grant Application to the Wildfire Recovery and Forest Resilience Directed Grant Program**
- 4.5 **Consideration of a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Regarding the Need for Continued Virtual Meetings to Protect Public Health – AB 361**

5. POLICY MATTERS

5.1 Executive Director Update on ESCOG: Community Economic Resiliency Fund Pilot Program

Executive Director Elaine Kabala provided an update on the Community Economic Resiliency Fund Pilot Program.

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

5.2 Receive a Presentation from Nick Wobbrock, Chief Operations Office, Blue Forest Conservation

Blue Forest Conservation Chief Operations Officer Nick Wobbrock introduced Project Analyst Annapurna Holtzapfle, and outlined the information in the Introduction to the Forest Resilience Bond (FRB) PowerPoint presentation.

There was discussion between Blue Forest staff, Executive Director Elaine Kabala, and members of the Board.

5.3 Approve an Agreement Between the Eastern Sierra Council of Governments and Alta Planning + Design for the Provision of Trails Planning Services for the Eastern Sierra Towns-To-Trails Plan

Chair John Wentworth recused himself from this item due to his position on the Board of Directors of the Mammoth Lakes Trails and Public Access Foundation which would be providing support on this project.

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

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

Moved by Board Member Lynda Salcido

Seconded by Board Member Stacy Corless

Approve and authorize staff to execute the Agreement between the Eastern Sierra Council of Governments and Alta Planning + Design, Inc. for the provision of trail planning services for the Towns-to-Trails Plan for an amount not to exceed \$321,768.

For (5): Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Lynda Salcido

Abstain (1): Chair John Wentworth

Absent (2): Vice Chair Dan Totheroh, and Board Member Jim Ellis

Carried (5 to 0)

5.4 Approve Contract Amendment No.1 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: Approve Contract Amendment No. 1 to the Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of Project Management Services for the Eastern Sierra Pace and Scale Accelerator.

Chair John Wentworth returned to the meeting at 9:29 a.m.

Executive Director Elaine Kabala outlined the information in the staff report. Ms. Kabala reported that there was a correction to be made to the contract amendment for the project management contract to remove "for the Provision of National Environmental Policy Act (NEPA) Services" from the title of said amendment.

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

Moved by Board Member Stacy Corless
Seconded by Board Member Karen Schwartz

Approve Contract Amendment No. 1 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 (NEPA) Service for the Eastern Sierra Pace and Scale Accelerator.

Approve Contract Amendment No. 1 to the Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of Project Management Services for the Eastern Sierra Pace and Scale Accelerator as amended.

For (6): Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Lynda Salcido

Absent (2): Vice Chair Dan Totheroh, and Board Member Jim Ellis

Carried (6 to 0)

5.5 Receive an Update on ESCOG Staffing from Staff and Regional Managers

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

SPEAKING FROM THE FLOOR:

Inyo County Chief Administrative Officer (CAO) Nate Greenberg spoke in support of housing Ms. Kabala's position within Inyo County, as well as an administrative support person for the ESCOG. Mr. Greenberg stated that he wanted to make sure that the City of Bishop was supported during Ms. Kabala's transition from their Planning Department to the full-time role as the Executive Director of the ESCOG.

City of Bishop City Administrator Deston Dishion spoke about the process Bishop had been going through in their quest to fill the position of Planner which would be vacant upon Ms. Kabala's successful transition to the full-time Executive Director position with the ESCOG.

Town of Mammoth Lakes Town Manager Dan Holler spoke about the Town's desire to support the City of Bishop in order to maximize Ms.

Kabala's time while she transitioned from her position with Bishop to the ESCOG while ensuring Bishop's Planning Department continued to be successful. Mr. Holler explained that the employment structure the Member Agency Managers were considering would be to employ Ms. Kabala, and potentially an administrative support position, with Inyo County rather than creating a Human Resources Department for the ESCOG, however, she would serve the ESCOG full-time and the Member Agencies would fund the position.

There was discussion between Ms. Kabala, the Member Agency Managers, and members of the Board.

Staff was given direction to continue discussions with the Member Agencies in order to move forward with Ms. Kabala's transition to the full-time position of Executive Director of the ESCOG.

5.6 Approve Contract Amendment #4 for Administrative Services with Eastern Sierra Planning, LLC

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

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

Moved by Board Member Lynda Salcido

Seconded by Board Member Karen Schwartz

Approve Amendment Number 4 to the Agreement Between the Eastern Sierra Council of Governments and Eastern Sierra Planning for the Provision of Administrative Services amended to extend the date to 2/15/2023.

For (6): Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Lynda Salcido

Absent (2): Vice Chair Dan Totheroh, and Board Member Jim Ellis

Carried (6 to 0)

5.7 Receive an Update on the Eastern Sierra Council of Governments Fair Political Practices Commission Conflict of Interest Code

Legal Counsel Grace Chuchla outlined the information in the staff report. Ms. Chuchla noted that there was an edit to be made in Appendix A to

correct the Disclosure Category for Board Members to reflect Category 1, not Category 2.

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

Moved by Board Member Jeff Griffiths

Seconded by Board Member Bob Gardner

Adopt the resolution entitled "A Resolution of the Board of Directors of the Eastern Sierra Council of Governments Adopting Modifications to the Conflict of Interest Code as Proposed by the Fair Political Practices Commission" as amended.

For (6): Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Lynda Salcido

Absent (2): Vice Chair Dan Totheroh, and Board Member Jim Ellis

Carried (6 to 0)

5.8 Receive an Update on Assembly Bill 2449

Legal Counsel Grace Chuchla outlined the information in the staff report.

Board Member Jeff Griffiths left the meeting at 10:05 a.m.

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

CONSENSUS: There was consensus from the Board to continue holding its meetings under the provisions of Assembly Bill 361 until such time that it expired.

5.9 Executive Director Update Report

Executive Director Elaine Kabala provided an update on ongoing projects under the ESCOG's Sustainable Recreation Ecosystems Management Program (SREMP).

Chair John Wentworth requested that an item be added to a future agenda to discuss the potential for the ESCOG to get involved in project implementation.

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

6. **BOARD MEMBER/AGENCY REPORTS**

Board Member Stacy Corless reported that she had attended the State's Wildfire Resilience Taskforce on September 28th and encouraged the members of the Board to visit their website at wildfiretaskforce.org to obtain information about that meeting. She also attended the State Natural Resources Agency Kickoff Meeting on September 29th for the 30x30 Partnership Program. Ms. Corless said that the other members could go to the California Nature website to sign up for their news list and said that she would send out the website URL.

Board Member Bob Gardner reported that he had attended a meeting yesterday regarding the Yosemite reservation system, and said that there was an interesting article in the San Francisco Chronicle about wild horses in the Mono Basin which was getting some attention.

Board Member Karen Schwartz reported that the City of Bishop had been busy with a lot of tourists in town. Ms. Schwartz said that the City had sent a letter to the Los Angeles Department of Water and Power (LADWP) requesting some parcels near the Silver Peak project located by Pizza Factory and said that she had been working with City of Bishop City Administrator Deston Dishion on potentially selling the parcels they had requested. She said that she had attended an informal lunch with the Bishop Tribe yesterday and engaged in a discussion regarding housing issues and drug prevention. Ms. Schwartz suggested adding tribal representation to the ESCOG.

Chair John Wentworth provided a housing update, and said that modular units for The Parcel were currently stored at the airport and would be placed on the pedestals which had been constructed at The Parcel. Chair Wentworth reported that he was up for reelection for the TOML Town Council and said that our community was enjoying a classic Eastern Sierra fall without any smoke or forest closures. He said that there was still a lot of camping and hiking activity in the Onion Valley area.

Board Member Lynda Salcido reported that she had attended a tour at the airport yesterday to view The Parcel's modular homes. Ms. Salcido said that she felt the products used in them were very high quality.

TOML Town Manager Dan Holler provided a housing update and reported that he hoped to see up to two hundred and seventy units available in Mammoth Lakes within the next two years. Mr. Holler reported that the Town was buying and reselling units through the bridge program, spoke about the Homekey project with MLH for the Access Apartments, and said that Red's Meadow Road was now closed and that there would be prescribed burning in that area in addition to

the road construction efforts. He discussed expansion of grooming for winter trails including the Sherwin Creek Trailhead and Shady Rest, work with Forest Service on snowmobile trails, and coordination with Ormat Technologies and the United States Geological Survey (USGS) with regard to snow plowing and access to their wells. He said the Town recently celebrated the opening of some new trails in the Lakes Basin with a ribbon cutting, and said that they were looking at grant work through the Sierra Nevada Conservancy (SNC) for the Sherwins area.

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

7. REQUEST FOR FUTURE AGENDA ITEMS

Board Member Stacy Corless suggested that the Board participate in an ESCOG Planning Session with a facilitator from the Institute for Local Government (ILG).

Chair John Wentworth requested an item be added to the next regular meeting for an Airport/Air Service update for both the Mammoth and Bishop Airports. He also requested that Executive Director Elaine Kabala provide an update to the Board with regard to the various State funding opportunities available.

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

8. ADJOURNMENT

The meeting was adjourned at 10:35 a.m. to the next regular meeting scheduled to be held on December 9, 2022.

Angela Plaisted, Assistant Clerk



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

Minutes of Regular Meeting

December 9, 2022, 8:30 a.m.

Meeting to be held in the Bishop Council Chambers and the 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 Present: Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless

Members Absent: Vice Chair Dan Totheroh, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, Board Member Lynda Salcido

1. CALL TO ORDER AND ROLL CALL

Chair John Wentworth called the meeting to order at 8:38 a.m. in the Council Chamber, 377 West Line Street, Bishop, California.

Due to the lack of a quorum, no official business was conducted. Board members treated all agenda items as informational only.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

4. CONSENT AGENDA

4.1 Approve the minutes of the Regular Meeting of October 14, 2022

4.2 ESCOG Executive Director Job Description

4.3 Ratify Letter to the Governor's Office of Business and Economic Development Regarding the Community Economic Resiliency Fund Pilot Project

5. **POLICY MATTERS**
 - 5.1 **Receive a presentation from Sierra Business Council regarding the Sierra Climate Vulnerability Study**
 - 5.2 **Receive a presentation from John Urdi, Mammoth Lakes Tourism, and Ashley Helms, Inyo County Airports, regarding Regional Air Service and Bishop Airport Operations for the 2022-2023 Flight Season**
 - 5.3 **Receive Update on November 8, 2022 Election Results**
 - 5.4 **Adopt 2023 ESCOG Meeting Schedule**
 - 5.5 **Approve Request for Proposals for Buttermilk Infrastructure and Recreation Planning Initiative**
 - 5.6 **Award Contract for Website Design Services**
 - 5.7 **Executive Director Update Report**
6. **BOARD MEMBER/AGENCY REPORTS**
7. **REQUEST FOR FUTURE AGENDA ITEMS**
8. **ADJOURNMENT**

Angela Plaisted, Assistant Clerk



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, Executive Director
Subject: Discussion and approval of 2023 ESCOG JPA Meeting Schedule
Meeting date: December 9, 2022
Prepared on: December 1, 2022
Attachments: A) ESCOG JPA 2023 Meeting Schedule

BACKGROUND/HISTORY:

The Eastern Sierra Council of Governments Joint Powers Authority (ESCOG JPA) meets on the second Friday of every other month. The meetings are in part scheduled on the second Friday to facilitate participation in Eastern Sierra Transit Authority Meetings, which also fall on the second Friday of the month following the regular ESCOG meeting.

The proposed meeting schedule for 2023 is included below and also in Attachment A – ESCOG JPA meeting schedule.

Friday, February 10	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, April 14	8:30 AM	Bishop City Council Chamber
Friday, June 9	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, August 11	8:30 AM	Bishop City Council Chamber
Friday, October 13	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, December 8	8:30 AM	Bishop City Council Chamber

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 discuss the proposed 2023 meeting schedule, make modifications as needed, and approve.



EASTERN SIERRA COUNCIL OF GOVERNMENTS JPA MEETING SCHEDULE – 2023

Friday, February 10	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, April 14	8:30 AM	Bishop City Council Chamber
Friday, June 9	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, August 11	8:30 AM	Bishop City Council Chamber
Friday, October 13	8:30 AM	Mammoth Lakes Town Council Chamber
Friday, December 8	8:30 AM	Bishop City Council Chamber

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

**ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED
JUNE 30, 2022 AND 2021**

(Unaudited)

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February 28, 2022

Members of the Board
Eastern Sierra Council of Governments
Joint Powers Authority
Mammoth Lakes, California

I am pleased to present the Annual Financial Report of the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) for the years ended June 30, 2022 and 2021. The ESCOG assumes full responsibility for the completeness and reliability of the information contained in this report, based upon an internal control framework established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The records of the ESCOG have not been audited. ESCOG anticipates engaging an independent auditor to audit its financial transactions and compliance with grantor agreements in future years, depending on requirements from its granting agencies. The fund financial statements including footnotes accompany this transmittal letter. Note that the government-wide statements are excluded from this report. I believe that the reported data is accurate in all material respects and that its presentation fairly depicts ESCOG’s financial position. I am confident that the included disclosures provide readers with an understanding of ESCOG’s financial affairs.

Governance

ESCOG is a multi-government regional jurisdiction organized to provide a forum for discussion and study of regional issues of interest to its member agencies, identify and plan for the solution of selected regional issues requiring multi-governmental cooperation, facilitate actions and agreements among the member agencies for specific project development, and conduct other regional wide functions as the members deem appropriate. Members of the joint powers authority include the Counties of Mono and Inyo, the Town of Mammoth Lakes, and the City of Bishop. Each member jurisdiction appoints two governing board members to the ESCOG Board of Directors. The ESCOG is managed by an Executive Director on a contract basis. Legal services are provided by the County of Inyo. Financial services are provided by the County of Mono. Clerical and clerking services are provided by the Town of Mammoth Lakes.

Overview and Highlights

Activities of the joint powers authority (JPA) for the fiscal year ended June 30, 2022, having significant fiscal impact include:

- Secured a grant award with the California Department of Fish and Wildlife (CDFW) in the amount of \$3,384,239 for the Eastern Sierra Pace and Scale Accelerator, aimed at creating capacity for environmental planning in the Eastern Sierra by investing in dedicated professionals to build a locally based workforce around environmental planning. The grant period is September 1, 2021, through March 15, 2025.
- Received conditional award for the National Fish and Wildlife Federation grant in the amount of \$247,300.
- Secured a \$500,000 revolving line of credit from Golden State Finance Authority, an affiliate of Rural County Representatives of California (RCRC). ESCOG drew down \$500,00 on February 15, 2022. The purpose of the line of credit is to provide interim cash flow between paying grant vendors and the receipt of grant reimbursements from the state.
- Engaged an outside independent contractor to perform eligible activities funded by the CDFW grant.

The Board of Directors generally meets every two months, with special meetings called when necessary. Member agencies provide annual contributions that fund the administrative efforts of ESCOG. With coordination provided by its Executive Director, community and agency stakeholders were engaged to facilitate collaboration efforts towards issues of regional concern, including sustainable recreational and local ecosystem management.

I would like to express my appreciation to the ESCOG administrative professionals for their professionalism, dedication, and efficiency in all ESCOG activities during the period covered by this report, and the preparation of this report.

Respectfully submitted,



Janet Dutcher, CPA, CGFM, MPA
Fiscal Agent, Treasurer and Auditor

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

GOVERNING BOARD

As of June 30, 2022

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

AUTHORITY STAFF

Elaine Kabala, Executive Director (under contract)
Grace Chuchla, Legal Counsel
Janet Dutcher, Fiscal Agent, Treasurer and Auditor
Angela Plaisted, Clerk to the Board

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Balance Sheet
Governmental Funds - General Fund
As of June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Assets		
Cash held in Mono County Investment Pool	\$ 599,252	\$ 47,700
Due from other governments	<u>250,504</u>	<u>-</u>
Total Assets	<u><u>\$ 849,756</u></u>	<u><u>\$ 47,700</u></u>
Liabilities		
Accounts Payable	<u>\$ 78,542</u>	<u>\$ 16,527</u>
Total Liabilities	<u>78,542</u>	<u>16,527</u>
Deferred Inflows of Resources		
Unavailable revenues	<u>181,652</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>181,652</u>	<u>-</u>
Fund Balance		
Restricted for revolving line of credit	500,000	-
Unassigned	<u>89,562</u>	<u>31,173</u>
Total Fund Balance	<u>589,562</u>	<u>31,173</u>
Total Liabilities, Deferre Inflows of Resources, and Fund Balance	<u><u>\$ 849,756</u></u>	<u><u>\$ 47,700</u></u>

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds - General Fund
For the Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues		
Member contributions	\$ 100,000	\$ 35,000
Grant revenues	87,257	-
Interest earnings	3,382	582
	<u>190,639</u>	<u>35,582</u>
Expenditures		
Insurance	2,528	1,961
Services		
Clerical	20,000	19,992
Executive Director	33,099	10,890
Financial	5,000	4,992
Legal	7,497	9,163
Webhosting	1,769	-
Grant contractor	62,175	-
Publications and legal notices	182	320
	<u>132,250</u>	<u>47,318</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	58,389	(11,736)
Other Financing Sources (Uses)		
Proceeds from revolving line of credit	500,000	-
	<u>500,000</u>	<u>-</u>
Net Change in Fund Balance	558,389	(11,736)
Fund Balance, Beginning of the Year	<u>31,173</u>	<u>42,909</u>
Fund Balance, End of the Year	<u><u>\$ 589,562</u></u>	<u><u>\$ 31,173</u></u>

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Budget Comparison Schedule
General Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues and other sources				
Member contributions	\$ 125,000	\$ 125,000	\$ 100,000	\$ (25,000)
Grant revenues	-	650,000	87,257	(562,743)
Interest earnings	-	-	3,382	3,382
Proceeds from revolving line of credit	-	500,000	500,000	-
Total Revenues	<u>125,000</u>	<u>1,275,000</u>	<u>690,639</u>	<u>(584,361)</u>
Expenditures and other uses				
Insurance	2,100	2,100	2,528	(428)
Services				
Clerical	20,000	20,000	20,000	-
Executive Director	50,000	50,000	33,099	16,901
Financial	5,000	5,000	5,000	-
Legal	10,000	10,000	7,497	2,503
Grant contractor	30,000	20,000	62,175	(42,175)
Webhosting	-	1,160,000	1,769	1,158,231
Miscellaneous	2,500	2,500	182	2,318
Contingency	5,400	5,400	-	5,400
Total Expenditures	<u>125,000</u>	<u>1,275,000</u>	<u>132,250</u>	<u>1,142,750</u>
Net Change in Fund Balance	-	-	558,389	558,389
Fund Balance, Beginning of the Year	-	-	31,173	31,173
Fund Balance, End of the Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 589,562</u>	<u>\$ 589,562</u>

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Notes to the Basic Financial Statements
For the Years Ended June 30, 2022 and 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Eastern Sierra Council of Governments (ESCOG or Authority) Joint Powers Authority conform to accounting principles generally accepted in the United States of America as applicable to governmental entities, except the government-wide statements and corresponding reconciliation schedules have been omitted.

The Reporting Entity

In 1995, the Counties of Inyo and Mono and the Town of Mammoth Lakes executed a joint powers agreement establishing the Eastern Sierra Council of Governments. The 1995 agreement was amended in 1999 to add the City of Bishop. On January 7, 2020, the members to the agreement entered into a new joint powers agreement establishing ESCOG as a separate legal entity operating as a joint powers authority. ESCOG is a multi-government regional jurisdiction organized to provide a forum for discussion and study of regional issues of interest to its member agencies, identify and plan for the solution of selected regional issues requiring multi-governmental cooperation, facilitate actions and agreements among the member agencies for specific project development, and conduct other regional wide functions as the members deem appropriate.

ESCOG is governed by an eight-member board of directors comprised of two representatives from each of its member jurisdictions that include the Counties of Mono and Inyo, the Town of Mammoth Lakes, and the City of Bishop. ESCOG is legally separate and is fiscally independent of other state and local governments and is not included in any other governmental reporting entity. The Authority has no component units.

Basis of Presentation and Accounting

To simplify financial presentations, the government-wide financial statements are excluded from this annual financial report. ESCOG has no long-term assets or and one long-term liability, and there are few differences between its government-wide reporting and fund statement presentation.

The fund financial statements include the Authority's General Fund, which is its only fund. The General Fund is ESCOG's primary operating fund and is used to account for all its revenues and expenditures that support its activities. These statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Member contributions and interest are accrued when their receipt occurs within ninety days after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred.

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Notes to the Basic Financial Statements
For the Years Ended June 30, 2022 and 2021

Cash and Investments

The Authority is a participant in the Mono County Investment Pool (Pool) under the oversight of the Treasurer of Mono County, as required by California Government Code Section 27134. The Authority's investment is presented at fair value in accordance with GASB No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools". However, the value of the pool shares in the County that may be withdrawn is determined on an amortized cost basis, which is different than the fair value of the Authority's portion in the pool.

Equity / Fund Balance Classifications

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the Authority is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components: nonspendable, restricted, committed, assigned and unassigned.

- *Nonspendable fund balance* – Amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to remain intact.
- *Restricted fund balance* – Amounts with constraint placed on their use that are externally imposed by creditors, grantors, contributors, or laws and regulations of other governments. Constraints may also be imposed by law through constitutional provisions or enabling legislation.
- *Committed fund balance* – Amounts that can only be used for specific purposes determined by formal action of the ESCOG Board of Directors and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur prior to the end of the reporting period. The amount subject to the constraint may be determined in the subsequent period.
- *Assigned fund balance* – Amounts that are constrained by the Authority's intent to use resources for specific purposes. Intent can be expressed by the Board of Directors or by an official or body designated for that purpose.
- *Unassigned fund balance* – The residual classification for the Authority's General Fund that includes all amounts not contained in the other classifications.

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Notes to the Basic Financial Statements
For the Years Ended June 30, 2022 and 2021

When both restricted and unrestricted resources are available for use, it is the Authority’s policy to use restricted resources first, followed by the committed, assigned, and unassigned resources as they are needed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2: CASH AND INVESTMENTS

ESCOG holds unrestricted cash and investments with the Treasurer of the County of Mono in a cash and investment pool. On a quarterly basis the Auditor-Controller allocates interest to participants based upon their average daily balances. The Treasurer’s investments and policies are overseen by the Mono County Treasury Oversight Committee. Required disclosure information regarding the categorization of investments and risk can be found in the County of Mono’s basic financial statements.

ESCOG categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

As of June 30, 2022 and 2021, cash and investments consisted of the following:

	Measurement Input	Credit Quality Ratings	Fair Value June 30, 2022	Fair Value June 30, 2021
Investment in County of Mono Investment Pool	Level 2	Not Rated	\$ 599,252	\$ 47,700

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. As of June 30, 2022 and 2021, the weighted average maturity of the pool’s investments was 1.54 and 1.58 years, respectively.

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Notes to the Basic Financial Statements
For the Years Ended June 30, 2022 and 2021

Credit Risk

Credit risk is the risk that an issuer or other counterparty to a debt instrument will not fulfill its obligations. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County's investment policy limit investments in commercial paper to the rating of A1 by Standards and Poor's or P-1 by Moody's Investors Service. The purchase of corporate bonds are limited to the rating of A by Standard and Poor's and Moody's Investor Service. Credit limits are not imposed on purchases of government agency securities.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. As of June 30, 2021 and 2020, the Authority was not exposed to any concentration of credit risk.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the County's investment policy do not contain legal policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provisions for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure the Authority's deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the County's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of government investment pools.

Unaudited

**EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY**

Notes to the Basic Financial Statements
For the Years Ended June 30, 2022 and 2021

NOTE 3: **REVOLVING LINE OF CREDIT**

On December 10, 2021, the ESCOG Board of Directors entered into a Memorandum of Understanding between the Golden State Finance Authority (GSFA) for the advancement of up to \$500,000 on a revolving basis to perform the services of the CDFW grant award pending receipt of grant reimbursements. Each advance on the GSFA line of credit is due within two years at 0% interest.

On February 15, 2022, ESCOG drew down the entire line of credit in the amount of \$500,000. Repayment is due by February 15, 2024, with accrued interest at 0%. Fund balance is restricted for the outstanding balance of the line of credit, or \$500,000.

NOTE 4: **SUBSEQUENT EVENTS & CONTINGENCIES**

Management has evaluated subsequent events through February 28, 2022, the date which the financial statements were available to be issued. Based upon this evaluation, it was determined that no other subsequent events or contingencies occurred that require recognition or additional disclosure in the financial statements.

Unaudited

Town of Mammoth Lakes Housing Program

February 10, 2023



Sandra Moberly, Community & Economic Development Director
smoberly@townofmammothlakes.ca.gov

Nolan Bobroff, Senior Planner / Housing Coordinator
nbobroff@townofmammothlakes.ca.gov

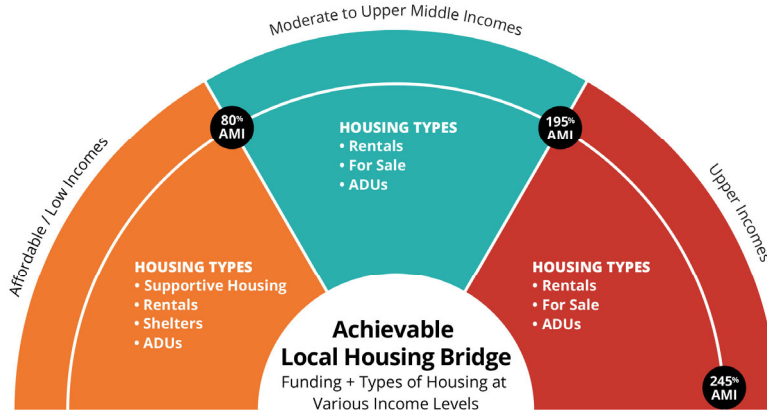
Area Median Income (AMI) (Mono County)

<https://www.townofmammothlakes.ca.gov/DocumentCenter/View/11723>

INCOME LIMITS	Household Size							
	1	2	3	4	5	6	7	8
Extremely-Low (\leq 30% AMI)	\$17,050	\$19,500	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630
Very-Low (31% - 50% AMI)	\$28,450	\$32,500	\$36,550	\$40,600	\$43,850	\$47,100	\$50,350	\$53,600
Low (51% - 80% AMI)	\$45,300	\$51,800	\$58,250	\$64,700	\$69,900	\$75,100	\$80,250	\$85,450
Median (81% - 100% AMI)	\$56,850	\$64,950	\$73,100	\$81,200	\$87,700	\$94,200	\$100,700	\$107,200
Moderate (101% - 120% AMI)	\$68,200	\$77,950	\$87,700	\$97,450	\$105,250	\$113,050	\$120,850	\$128,650
121% - 150% AMI	\$85,250	\$97,450	\$109,600	\$121,800	\$131,550	\$141,300	\$151,050	\$160,800
151% - 200% AMI	\$113,700	\$129,900	\$146,150	\$162,400	\$175,400	\$188,400	\$201,400	\$214,350



Based on CA Income Limits
Federal Median Income is \$79,800



AMI is the household income for the median – or the middle – household in a region (Mono County). The income data is updated annually by the US Department of Urban Development (HUD) and the CA Department of Housing and Community Development (HCD).

The Parcel



PROGRAM New Affordable Housing

Up to 450 affordable housing units

25 Acres

Target Income Level: $\leq 80\%$ AMI (*The Master Plan allows for income limits up to 120% AMI and allows for up to 15% of the total units within the development to be available to households earning 120-200% AMI.*)

Phase 1

81 rental units under construction (*80 affordable units + 1 manager's unit*)

Studio, 1, 2, and 3-bedroom units

\$50M project (State and Local Funds)

Occupancy Fall 2023

Public Park

Childcare Facility – 34 children (infants, toddlers, & preschool)

Phase 2

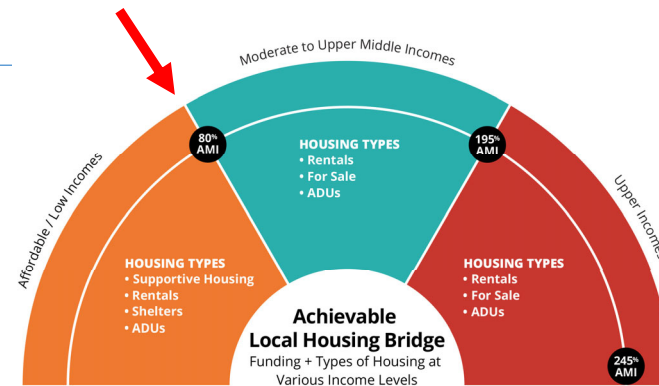
148 rental units (1-2 manager's units)

Studio, 1, 2, and 3-bedroom units

\$95M project (State and Local Funds)

Design approved by PEDC in July 2022

Construction timeline is pending funding (*not successful in round 1 of LIHTC funding*)



Low Income Household ($\leq 80\%$ AMI)

1-Person HH	\$45,300
2-Person HH	\$51,800
3-Person HH	\$58,250
4-Person HH	\$64,700
5-Person HH	\$69,900



The Sawyer - Phase 1

- Building Permits approved
- Site preparation, grading and foundations are under construction
- Modular stacking began: 10/28/2022
- Modular stacking completed: 11/20/2022 (100 modules total)



“The Kingfisher” Phase 2: Summary

- Phased Approach
- 148 units total,
- 219 parking spaces:
- Central green with passive open space

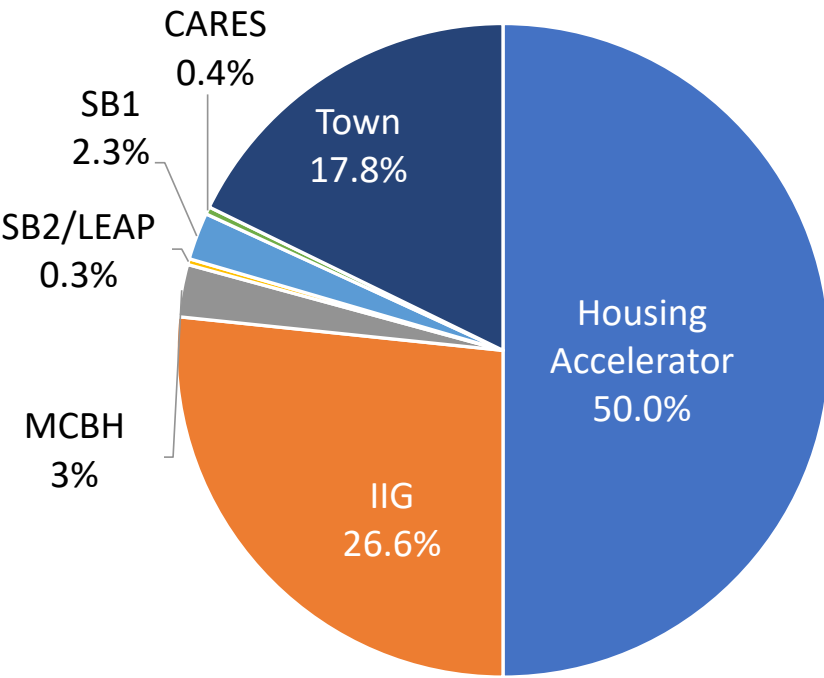


The Parcel



PROGRAM
New Affordable
Housing

Project Funding



- ▶ Non-Town Sources
 - ▶ \$38.6M – California Housing Accelerator
 - ▶ \$20.6M – Infill Infrastructure Grant
 - ▶ \$2.3M – Mono County Behavioral Health Grants
 - ▶ \$160K – SB2 Grant
 - ▶ \$65K – LEAP Grant
 - ▶ \$1.8M – SB1 Funds for Chaparral
 - ▶ \$290K – CARES Grant (Public Park)
- ▶ Town Sources
 - ▶ \$6.5M Land
 - ▶ \$315K Conceptual Planning/Entitlements
 - ▶ \$943K Land Loan/Deferred DIF (Phase 1)
 - ▶ \$250K Childcare TI Funding (Phase 1)
 - ▶ \$5.03M Land Loan/Deferred DIF/gap funding (Phase 2)
 - ▶ \$700K Future Infrastructure funding

Total \$77.8M

LEVERAGING LOCAL DOLLARS 1:5

Small Site Development

60 Joaquin Road (0.20-acre site)

4-unit Design-Build Project

Ownership units

\$2.4M Bid Award (*Site Acquisition: \$200K*)

Target Income Level: 150% AMI

Targeting occupancy in Fall 2023

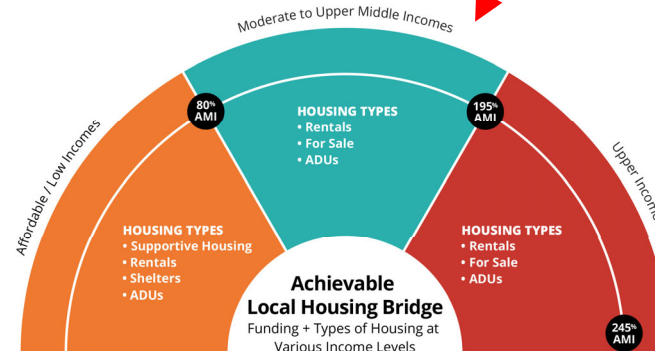


PROGRAM
New Affordable
Housing



Future Development Sites

PUD development model is replicable and scalable

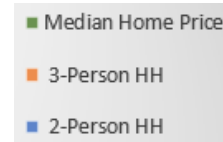
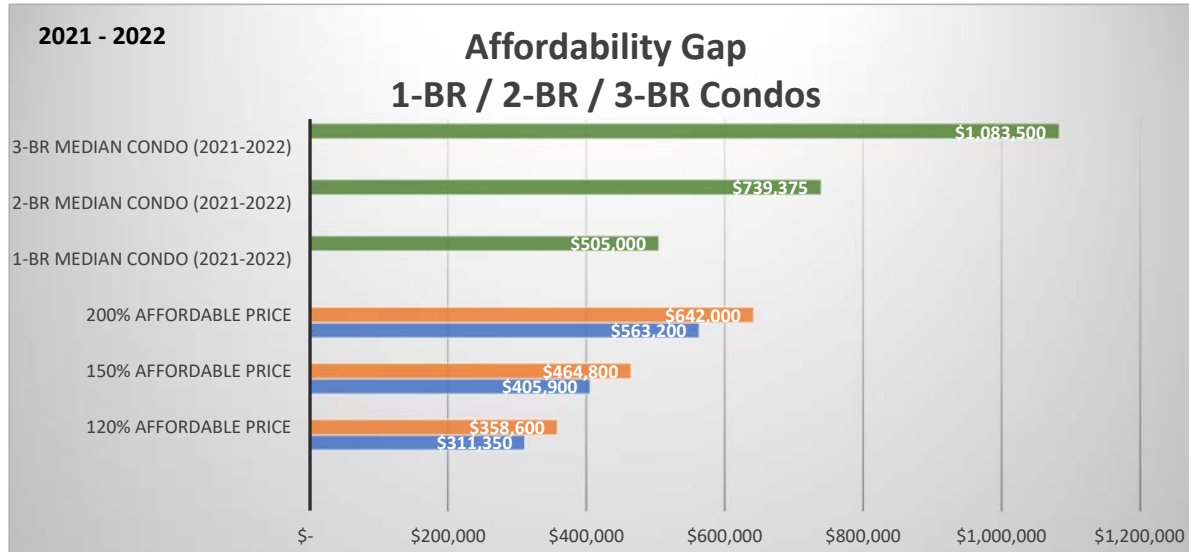


Above-Moderate Household (≤ 150% AMI)

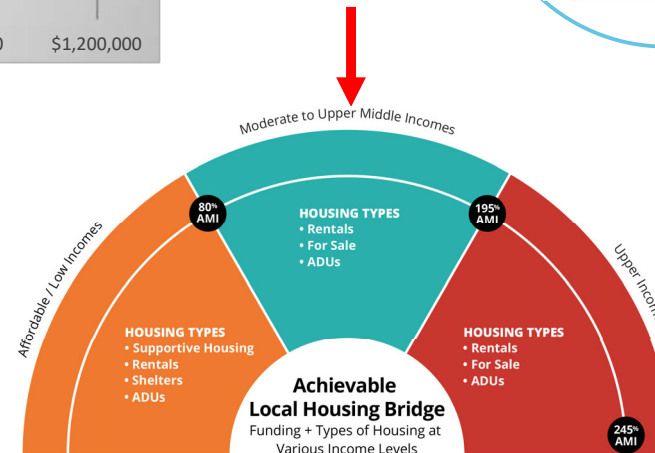
1-Person HH	\$85,250
2-Person HH	\$97,450
3-Person HH	\$109,600
4-Person HH	\$121,800
5-Person HH	\$131,550

Bridge Program

PROGRAM Unlock Existing Housing



- Convert Market-Rate Unit → Deed Restricted Affordable Unit
- Partnership w/ MLH
- Target Income Level: 120% AMI (Higher income limits are being considered)
- Town Subsidy of \$100K - \$150K / unit
- Funding: \$1.4M allocated in FY 21/22
- 6 units acquired or in escrow (Range of Studio – 4-br units)
 - (1) unit in escrow
 - (3) have been sold to eligible households
 - (2) are listed for sale; MLH working w/ households on their wait list to match them with a unit



Moderate Household (≤ 120% AMI)

1-Person HH	\$68,200
2-Person HH	\$77,950
3-Person HH	\$87,700
4-Person HH	\$97,450
5-Person HH	\$105,250

Revolving Loan Fund + Deed Restriction Preservation

- Town maintains \$600K for buy-back of deed-restricted units
- Additional \$300K available from Mono County
- Partnership w/ MLH

Employee Housing Units

- 7 units owned (or in escrow) by the Town
 - (3) Studios; (1) 1-br unit; (3) 2-br units
- Interim housing for Town employees and outside agency employees (as needed)

PROGRAM
Unlock Existing
Housing



Partnership Projects

PROGRAM
Partnerships



- Access Apartments
(238 Sierra Manor Road)
 - (11) 1-br apartments
 - MLH Project
 - Town Commitment: \$1.5M
 - CDBG Grant (\$3M) [TOML] + HOME Grant (\$3.4M) [MLH]



- Homekey Project – Innsbruck Lodge (913 Forest Trail)
 - Convert hotel to residential use (15 affordable units + 1 manager’s unit)
 - Funding Sources:
 - State Grant: \$4.56M
 - Town Commitment: \$1M
 - County Commitment: \$550,000
- Chamber of Commerce
 - Tenant / Landlord Matching Program

Housing Grants

PROGRAM Grants

\$74.9M in Recent Grant Awards!

- Parcel
 - \$38.6M - Housing Accelerator
 - \$20.6M - Infill Infrastructure Grant
 - \$2.3M - Behavioral Health Grant
 - \$1.8M - SB1 Road Grant
 - \$225K - Planning Grants
 - \$290K – CARES Grant
- Access Apartments
 - \$3M - CDBG (TOML)
 - \$3.4M - HOME (MLH)
- Homekey Project
 - \$4.56M - (TOML + MLH)



As of Jan-2023

Accessory Dwelling Units

PRESCRIBED ADU DESIGNS

<https://www.townofmammothlakes.ca.gov/1154/Accessory-Dwelling-Unit-Plans>



PLAN 1 (SHOWN AS RURAL MOUNTAIN)



PLAN 2 (HIGH DESERT)



PLAN 3 (SHOWN AS RURAL MOUNTAIN)

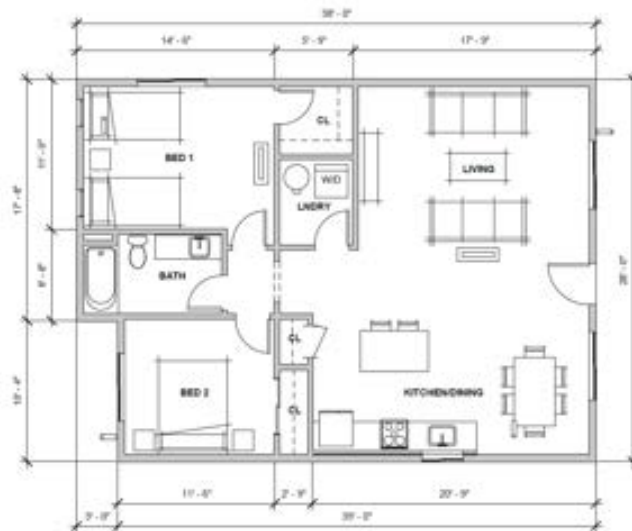


PLAN 4 (HIGH DESERT)



PLAN 5 (SHOWN AS RURAL MOUNTAIN)

- Allowed in all zones that allow single-family or multi-family residences
- Prescribed designs available (5 designs)
- Expedited review



Plan 5 | 2-br | 1,000 sf



Plan 2 | 1-br | 615 sf



TOWN ADU CODE SECTION

[https://library.municode.com/ca/mammoth lakes /codes/code of ordinance s?nodeId=TIT17ZO ARTIIISIPLGEDEST CH17.52 STSPLAUSAC 17.52.055A CDWUNAD](https://library.municode.com/ca/mammoth%20lakes/codes/code%20of%20ordinances?nodeId=TIT17ZO_ARTIIISIPLGEDEST_CH17.52_STSPLAUSAC_17.52.055A_CDWUNAD)



DID YOU

KNOW?

Did you know the Town of Mammoth Lakes will have an additional 272 units of workforce housing in the next 12-24 months?

- The Parcel Phase 1 will provide **81 rental apartment units** consisting of 80 affordable units and 1 manager's unit that will range from studio to 3-bedroom units. The target occupancy date is fall 2023.
- Mammoth Lakes Housing (MLH) has acquired the Innsbruck Lodge located at 913 Forest Trail and is working on converting the existing hotel into **16 rental apartment units** consisting of 15 affordable studio units and 1 manager's unit. The target occupancy date is spring 2023.
- The Town is in the process of developing the vacant parcel located at 60 Joaquin Road with a **4-unit residential development**. The units will be for-sale units and the target occupancy date is fall 2023.
- MLH is working towards converting the existing commercial buildings located at 238 Sierra Manor Road into **11 affordable 1-bedroom units**. The target occupancy date is spring 2024.
- The Town's BRIDGE Program has a goal of converting **12 existing market-rate residential units into affordable ownership units** through the purchase of market-rate units that are then deed restricted and sold to qualified households at a subsidized price.
- The Parcel Phase 2 will provide **148 rental apartment units**. The target occupancy date is dependent on securing additional grant funding. Grading for the Parcel Phase 2 will begin in fall 2022.
- Household income restrictions based on Area Median Income apply to all of these projects. For information or to get on the wait list for The Parcel, call (855) 452-8250. For information about all other projects call MLH at (760) 934-4740 or visit MammothLakesHousing.org.



To learn more visit townofmammothlakes.ca.gov/1090/Housing-Now or scan here

TownofMammothLakes.ca.gov

Town of Mammoth Lakes

Questions/Comments?



HOUSING NOW!



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Agreement Regarding Executive Director Services to be Provided by Inyo County to the Eastern Sierra Council of Governments Joint Powers Authority

Meeting date: February 10, 2023

Prepared on: February 3, 2023

Attachments: A) Agreement Regarding Executive Director Services to be Provided by Inyo County to the Eastern Sierra Council of Governments Joint Powers Authority

ANALYSIS:

Per the instructions of your Board, staff has collaborated with regional managers to develop a plan for a full-time executive director. To fulfill this goal, Inyo County has provided the attached agreement to provide Inyo County staff to provide Executive Director services to the ESCOG.

The agreement includes the specific qualifications of the staff to provide Executive Director services, specific duties to be performed, reporting structure, and payment terms.

Specifically, the ESCOG will provide an initial payment to Inyo County of \$25,000, with quarterly payments thereafter for salary, benefits and travel for the Executive Director of Regional Coordination during the preceding quarter, and a fixed 15% administration fee. Aside from the initial \$25,000 payment, ESCOG's payments to the County are not fixed, but rather will be tethered to the actual cost of the salary, benefits, and travel of the Executive Director of Regional Coordination. However, the agreement also provides for an annual not-to-exceed amount as a way to protect ESCOG against any large, unanticipated fluctuations in these costs. The not-to-exceed amount will automatically increase by 5% every year to allow for

anticipated increases, such as merit or COLA increases in the Executive Director of Regional Coordination's salary.

The agreement distinguishes the powers and authorities of Inyo County and ESCOG such that no organization may make binding obligations on behalf of the other, that no Inyo County employee is considered an employee of the ESCOG and that the agreement constitute does not in any way constitute or authorize a joint-venture.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board review the Agreement Regarding Executive Director Services to be Provided by Inyo County to the Eastern Sierra Council of Governments Joint Powers Authority and provide feedback to staff for modification, if desired. If no modifications are desired, staff requests the Board authorized the Chair to execute the Agreement Regarding Executive Director Services to be Provided by Inyo County to the Eastern Sierra Council of Governments Joint Powers Authority.

Attachment A

**AGREEMENT REGARDING EXECUTIVE DIRECTOR SERVICES TO BE
PROVIDED BY INYO COUNTY TO THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY**

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

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 County wish to enter into a contract to permit an employee or employees of the County to provide executive director services to ESCOG as spelled out below. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of executive director services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide an employee or employees who can perform the executive director services for ESCOG that are outlined in the Scope of Work, which is attached hereto as Exhibit A. Requests by ESCOG to the County to perform under the Agreement will be made by the ESCOG Board of Directors, and shall be directed to Elaine Kabala on behalf of the County (or such other individual as may be designated by the County). The parties agree that Elaine Kabala (or such other individual as may be designated by the County) shall be titular Executive Director of ESCOG for any purposes where it is necessary for an individual person to act as the Executive Director of ESCOG in order to perform the services and work set forth in Exhibit A.

2. Any employee assigned by the County to provide the services outlined in Exhibit A shall meet the following minimum qualifications:

- a. At least five (5) years of progressively responsible professional experience including at least three (3) years of administrative and management responsibility.
- b. A bachelor’s degree or higher with emphasis in land use and planning, economic development, and/or business/public administration. Up to two (2) years of additional relevant experience (beyond the 5-year minimum) may be substituted

Attachment A

for up to two (2) years of education.

3. As compensation for the provision of the services spelled out in Exhibit A, ESCOG shall pay the County as follows:

- a. ESCOG shall make an initial payment to the County in the amount of \$25,000 upon the execution of the contract.
- b. ESCOG shall make recurring payments for the life of the contract to the County on January 1, March 1, June 1, and September 1 of each year in the amount equal to all of the following:
 - i. The cost incurred by Inyo County for the salary and benefits provided to the Executive Director of Regional Coordination (“EDRC”) during the preceding quarter; and
 - ii. Actual travel expenses incurred by the Executive Director of Regional Coordination during the preceding quarter; and
 - iii. A fixed contract administration fee in the amount of 15% of item 3(b)(i).
- c. It is understood by and between the parties that the EDRC may spend time on tasks that are not related to ESCOG. Should this occur within a given quarter, the County shall track how the EDRC spends his/her time and shall reduce the invoice to ESCOG in an amount proportional to the time that the EDRC spends on non-ESCOG tasks.
- d. ESCOG and the County recognize that, as a member of ESCOG, the County is obligated to make an annual payment to ESCOG pursuant to section 5.01 of the ESCOG JPA Agreement. The County and ESCOG agree that ESCOG may offset any money due to the County pursuant to this contract by the amount of the County’s annual contribution to ESCOG under the JPA Agreement.
- e. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed \$XXXX for the first year of the contract (the “not-to-exceed amount”). For each subsequent year of the contract, the not-to-exceed amount shall be calculated as the previous year’s not-to-exceed amount, plus 5%.

4. Inyo County shall provide the office space, supplies, equipment, reference materials, and telephone / internet service as is necessary for any County employee performing the services identified in Exhibit A. ESCOG is not obligated to reimburse or pay the County for any expense or cost incurred by the County in procuring or maintaining such items.

5. The Parties understand and agree that the costs that the County incurs to employ an EDRC—and therefore the costs that ESCOG is obligated to pay the County—will fluctuate over time. By way of example only, the EDRC may receive merit or cost of living wage increases over the life of the contract, or the County may employ different individuals whose different experience merits different base salaries over the life of the contract. While the County shall have the sole authority to set the compensation and benefits and dictate the terms and conditions of employment for the EDRC, the County shall endeavor to inform ESCOG’s

Attachment A

fiscal staff of any anticipated changes to the costs associated with the County’s employment of an EDRC as soon as the County becomes aware of anticipated changes.

6. The County shall send invoices for services to ESCOG in care of its fiscal staff or such other individual as ESCOG may designate, on the dates listed in section 3(b). Invoices shall be itemized to describe the costs incurred by the County. ESCOG shall pay invoices within 30 days of receipt.

7. 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).

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

9. 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 [DATE], regardless of when actually approved or executed by the parties hereto.

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ XXXX, Chair ESCOG Board of Directors</p> <p>APPROVED AS TO FORM:</p>	<p>INYO COUNTY, a political subdivision of the State of California</p> <p>By: _____ Jennifer Roeser, Chairperson Inyo County Board of Supervisors</p> <p>APPROVED AS TO FORM:</p>
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Attachment A

ESCOG Counsel	County Counsel
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Exhibit A
Scope of Work

Executive Director Services

The Executive Director will be responsible for overseeing and implementation the strategic direction the Eastern Sierra Council of Governments (ESCOG) at the direction of the ESCOG Board. This individual will be responsible for developing, implementing, and managing strategies that advance regional priorities related to the regional sustainable recreation economy, ecosystem management objectives, economic development initiatives, broadband expansion and adoption, and other matters as identified by the ESCOG Board, and member agencies.

Key roles and responsibilities for the Executive Director include:

- Developing and implementing the ESCOG’s strategic plan, with a focus on supporting the Sustainable Recreation and Ecosystem Management Program (SREMP), the Inyo Mono Broadband Consortium (IMBC), and the Community Economic Resiliency Fund (CERF) Pilot Program.
- Building and maintaining strong relationships with member agencies and other stakeholders to facilitate collaboration and coordination on regional planning and economic development initiatives.
- Serving as the primary spokesperson for the ESCOG, representing the organization at meetings, conferences, and other events.
- Providing leadership and guidance to ESCOG staff, including setting goals and priorities, managing budgets, and providing support and resources to ensure the successful implementation of the ESCOG’s initiatives.
- Working with member agencies and other partners to identify and secure funding for regional planning and economic development projects, including grants, loans, and other financial resources.
- Analyzing data and other information to identify trends, opportunities, and challenges related to regional planning and economic development, and using this information to inform the ESCOG’s strategic decisions and actions.

The Executive Director will provide the following services:

1. Executive and Administrative services consisting of
 - a. Providing oversight of all relevant and necessary activities supporting the Eastern Sierra Council of Governments (ESCOG) through oral and written communication;

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- b. Ensuring high quality management and staff support of ESCOG meetings, including managing agenda preparation, coordinating with all interested parties and their legal counsel, to running and overseeing ESCOG meetings;
 - c. Coordinating with ESCOG member staff and committee representatives on staff reports or other business;
 - d. Lead ESCOG through periodic budget assessments and budget reviews, incorporating short term and long-range planning.
 - e. Manage and provide executive oversight on ESCOG project expenditures.
2. Grant writing services consisting of:
 - a. Identification, research, and reporting of State, Federal and non-profit grant opportunities that align with ESCOG goals and priorities;
 - b. Grant coordination activities that may be required to qualify for various grants, such as public outreach, noticing or other requirements;
 - c. Grant writing and submission;
 - d. Coordination with each jurisdiction of the ESCOG if required;
 - e. Grant management and administration upon award.
 3. Research and reporting to the Board on current regional programs for the ESCOG to engage with including those identified as priorities for the ESCOG such as/but not limited to:
 - a. The Sustainable Recreation and Ecosystem Management Program (SREMP), including implementation of the Sustainable Recreation and Tourism Initiative (SRTI)
 - b. The Inyo Mono Broadband Consortium (IMBC),
 - c. The Community Economic Resiliency Fund (CERF) Pilot Program.
 4. Assistance, as needed or required, to establish infrastructure for ESCOG to be a self-sustaining organization for regional community and economic development, such as identification of grant opportunities for planning and economic development initiatives, including housing, transportation, and broadband services.



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Staff

Subject: Amendment Number 5 to the Agreement Between the Eastern Sierra Council of Governments and Eastern Sierra Planning, LLC for the Provision of Administrative Services

Meeting date: February 10, 2023

Prepared on: February 3, 2023

Attachments: A) Amendment Number 5 to the Agreement Between the Eastern Sierra Council of Governments and Eastern Sierra Planning for the Provision of Administrative Services

BACKGROUND/HISTORY:

At their October meeting, the ESCOG approved a contract for between the ESCOG and Elaine Kabala for administrative services through February 15, 2023 as a bridge until permanent ESCOG staffing logistics are finalized. Contract Amendment No. 5 extends the agreement to April 15th, 2023.

No other changes are proposed to the original agreement.

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 Amendment Number 5 to the Agreement Between the Eastern Sierra Council of Governments and Eastern Sierra Planning for the Provision of Administrative Services.

Attachment A

**AMENDMENT NUMBER 5 TO THE
AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND
EASTERN SIERRA PLANNING, LLC FOR THE PROVISION OF ADMINISTRATIVE SERVICES**

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") and Eastern Sierra Planning, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Administrative Services, dated October 16, 2020, for the term from October 15th, 2022 to February 15th, 2023;

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

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

ESCOG and Contractor hereby amend such Agreement as follows:

- 1. Paragraph 2 (Term) shall be amended to read as follows:

The term of this Agreement shall be from February 15, 2023 to April 15, 2023 unless sooner terminated as provided below.

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

ESCOG

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

ESCOG Counsel

APPROVED AS TO ACCOUNTING FORM:

ESCOG Fiscal Services



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Scott Armstrong, Inyo County

Subject: **CASF Grant Award to fund IMBC**

Meeting date: **February 10, 2023**

Prepared on: February 2, 2023

Attachments: A) Resolution T-17778, awarding the CASF grant for IMBC; B) IMBC – Appendix B Consortia Grant Forms; C) CA Standard Form 204 – Payee Record Data; D) Agreement Between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium Regarding the Processing of Reimbursement Requested Under the California Advance Services Fund Grant

BACKGROUND/HISTORY:

The ESCOG submitted a grant application to the California Public Utilities Commission (CPUC) for \$600,000 (\$200,000 per year for 3 years) for the Inyo-Mono Broadband Consortium (IMBC). The CPUC approved the IMBC grant application on January 12, 2023. Under this grant, the IMBC will facilitate the deployment of broadband services in Inyo and Mono counties by assisting with project development, grant applications, and projects related to state broadband programs. The grant is effective through January 31, 2026.

BUDGET IMPACTS:

None. Incoming grant reimbursements will pay for any expenditures incurred during the execution of this grant.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board accept the CASF grant, sign the Appendix B Consortia Grant Forms, and authorize the Chair to execute the Agreement Between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium Regarding the Processing of Reimbursement Requested Under the California Advance Services Fund Grant.

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**Communications Division
Broadband, Video and Market Branch**

**RESOLUTION T- 17778
January 12, 2023**

R E S O L U T I O N

RESOLUTION T-17778: Approves the Rural and Urban Regional Broadband Consortia grant applications for the Broadband Consortium of the Pacific Coast, Central Coast Broadband Consortium, Connected Capital Area Broadband Consortium, Central Sierra Economic Development District/Broadband Utility, Gold Country Broadband Consortium, Inland Empire Regional Broadband Consortium, Inyo-Mono Broadband Consortium, Los Angeles Digital Equity Action League Consortium, North Bay/North Coast Broadband Consortium, Northeastern California Connect Consortium, Redwood Coast Connect Broadband Consortium, San Joaquin Valley Regional Broadband Consortium, Southern Border Broadband Consortium, Tahoe Basin Project, and Upstate California Connect Consortium in the amount of \$10,333,173.

I. SUMMARY

This Resolution approves grant funding in the amount of \$10,333,173 from the California Advanced Services Fund (CASF) Rural and Urban Regional Broadband Consortia Grant Account (Consortia Account) for the grant applications of Broadband Consortium of Pacific Coast (BCPC), Central Coast Broadband Consortium (CCBC), Connected Capital Area Broadband Consortium (CCABC), Central Sierra Economic Development District/Broadband Utility (CSBUZ), Gold Country Broadband Consortium (GCBC), Inland Empire Regional Broadband Consortium (IERBC), Inyo-Mono Broadband Consortium (IMBC), Los Angeles Digital Equity Action League Consortium (LA-DEAL), North Bay/North Coast Broadband Consortium (NBNCBC), Northeastern California Connect Consortium (NECCC), Redwood Coast Connect Broadband Consortium (RCCBC), San Joaquin Valley Regional Broadband Consortium (SJVRBC), Southern Border Broadband Consortium (SBBC), Tahoe Basin Project (TBP), and Upstate California Connect Consortium (UCCC). These fifteen projects will facilitate the deployment of broadband services by assisting CASF infrastructure grant

applicants in the project development or grant application process or assisting broadband deployment projects related to programs created under Senate Bill (SB) 156 and Assembly Bill (AB) 164.

II. BACKGROUND

On October 15, 2017, Governor Brown signed AB 1665 (Garcia, Chapter 851, Statutes of 2017) into law,¹ which among other things, established continuation of the Consortia Account with an additional \$10 million in available funds.²

On May 19, 2022, the California Public Utilities Commission (Commission) adopted Decision (D.) 22-05-029, modifying the CASF program per SB 156 and AB 164 and implementing programmatic changes to the Consortia Account including expansion of allowable Consortia activities, increasing annual maximum funding cap, and clarifying Consortia regional boundary requirements; and allocated an additional \$10.71 million in available funding for fiscal year 2022-2023. CASF Consortia Account grant funds are available to facilitate the deployment of broadband services by assisting CASF infrastructure grant applicants in the project development or grant application process or assisting broadband deployment projects related to programs created under SB 156 and AB 164.³

Pursuant to the CASF rules adopted in D.22-05-029, Consortia activities that achieve the following objectives may be eligible for funding:

- Objective 1: Collaborating with the Commission to engage regional Consortia, local officials, internet service providers (ISPs), stakeholders, and consumers regarding priority areas and cost-effective strategies to achieve the broadband access goal.
- Objective 2: Identifying potential CASF infrastructure projects or potential broadband deployment projects related to new programs created under SB 156 and AB 164, along with other opportunities, where providers can expand and improve their infrastructure and service offerings to achieve the goal of reaching 98% broadband deployment in each consortia region.
- Objective 3: Assisting potential CASF infrastructure applicants or potential applicants for broadband deployment projects related to the new programs created under SB 156 and AB 164 in the project development or grant application process.

¹ AB 1665 is codified at Public Utilities Code, § 281.

² AB 1665 supplements \$15 million already authorized for the Consortia Grants with an additional \$10 million.

³ D.22-05-029, Appendix 3, p. 2.

- Objective 4: Conducting activities that will lead to or that can be reasonably expected to lead to CASF infrastructure projects or broadband deployment projects related to new programs created under SB 156 and AB 164 including but not limited to the following examples of allowable activities:
 - Supporting project permitting activities.
 - Engaging local government officials and communities to better understand and explain regional broadband needs and solutions and providing technical assistance to such entities.
 - Conducting an inventory of public assets (e.g., rights-of-ways, publicly owned towers, public utility poles, equipment housing, publicly owned property) and aggregate demand, including speed tests and the identification and updates of priority areas.
- Objective 5: Assisting the Commission in publicizing requests for wireline testing volunteers in areas, as needed.
- Objective 6: Assisting the Commission in promoting broadband deployment in California, related to the Federal Funding Account and other programs including Middle-Mile, Broadband Loan Loss Reserve, and Local Agency Technical Assistance created under SB 156 and AB 164.

The most recent three rounds of solicitation for Consortia grant applications on March 29, 2019, April 23, 2020, and December 18, 2020, respectively.⁴ Subsequently, the Commission approved a total of thirteen Consortia grants in the following Resolutions: Resolution T-17669 (9 grants) on October 24, 2019, Resolution -T-17708 (2 grants) on October 22, 2020, Resolution T-17726 (1 grant) on April 15, 2021, and Resolution T-17738 (1 project) on August 19, 2021. These thirteen total Consortia grants are expected to end by October 31, 2022, or December 31, 2002, respectively. Consortia grants awarded in this Resolution are expected to start on February 1, 2023.

On June 1, 2022, the Commission opened the fourth round of solicitation for Consortia grant applications. Prospective applicants were invited to submit new proposals by July 15, 2022.

⁴The three rounds stated are applicable to each consortium in this resolution that have either ended or will sunset later this year. There were other rounds of solicitation for Consortia grant applications prior to 2019.

IV. APPLICANT REQUESTS AND NOTICE

Fifteen applicants, including BCPC, CCBC, CCABC, CSBUZ, GCBC, IERBC, IMBC, LA-DEAL, NBNBCB, NECCC, RCCBC, SJVRBC, SBBC, TBP, and UCCC (Grantees) submitted applications for CASF Consortia grant funding by the deadline. On July 25, 2022, Communications Division (CD) staff (Staff) posted applications received on the Commissions' CASF Consortia Account webpage.⁵

V. APPLICATION REVIEW AND EVALUATION

Staff reviewed all applications according to the guidelines, requirements, and evaluation criteria adopted in D.22-05-029, as follows:

1. Regional Consortium Representation and Endorsements;
2. Regional Consortium / Members' Experience;
3. Work Plan and Performance Metrics Plan; and
4. Budget.

Applications from previously funded regional Consortia were also considered in the context of past performance in implementing their Action Plan and Work Plan.

Detailed Work Plan and Performance Metrics Plan for each Consortium are available at the CASF Consortia Account webpage.⁶

Staff's review and evaluation of applications are summarized below.

A. Broadband Consortium of the Pacific Coast (BCPC)

Applicant

BCPC is a regional collaborative organization conducted by the Economic Development Collaborative comprised of government, economic development, education, health, business, and other not-for-profit organizations collaborating to facilitate measures that aims to achieve the deployment of broadband. Formed in 2014, the BCPC represents the Pacific Coast Tri-County Area of San Luis Obispo, Santa Barbara, and Ventura

⁵ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-adoption-and-access/consortia/main-consortia-page/2022-updates/2022-cycle-consortia-applications-received.pdf>

⁶ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-adoption-and-access/consortia/main-consortia-page/t17778-consortia-wp--pmp-15-grants-2022.pdf>

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counties. BCPC received approval for three Consortia Account grants: \$300,000 in June 2014 (Resolution T-17445), \$251,500 in January 2017 (Resolution T-17550), and \$450,000 in October 2019 (Resolution T-17669). Funding granted for BCPC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Performance

BCPC's past accomplishments include: working with local and state decision makers resulting in broadband policies, resolving priority areas, and implementation of Dig Once policies; coordinating with the Commission in the receipt of Geographic Information System (GIS) data of priority areas and creating a new layer identifying municipal maps and boundaries; participating in developing broadband infrastructure applications; conducting regional stakeholder meetings in Ventura County and Northern Santa Barbara County, serving as a catalyst for strategic dialogue between municipalities and broadband providers; and creating draft agreements for the partnership and development of a regional network consisting of middle mile connection of community networks.

Regional Consortium Representation and Endorsements

BCPC representation includes economic development organizations of the three counties representing the business sector, and local county governments representing the public sector. The governing board structure utilizes an executive steering committee and a tri-county board of advisors. BCPC received a total of forty-four endorsements from city governments, a tribal entity, local businesses, anchor institutions, economic development agencies, an Assembly District, a non-profit charitable organization, and ISPs.

Regional Consortium Members' Experience

BCPC's members have direct experience with broadband deployment and adoption efforts. As government officials, educators, business owners/developers, they have direct experience working with its regional communities.

Work Plan and Performance Metrics Plan

BCPC proposes to continue its commitment to fostering civic engagement and entrepreneurship needed to ensure the region's economic growth through the development and support of broadband infrastructure projects while concurrently achieving the CPUC threshold of 98% adoption in their region. Specifically, the BCPC proposes to plan region middle mile networks; draft policy for regional and local levels promoting deployment; develop proposals for priority projects; create maps of fiber assets and community networks to interconnect anchor institutions; provide guidance and advice for build out of middle and last mile projects; and create digital equity

coalitions. BCPC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.⁷

Budget

BCPC requests \$600,000 for a three-year grant. Of its total budget, BCPC allocates approximately 19% to conduct marketing/outreach and develop strategies (Objective 1), 58% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 19% to assist in publicizing wireline testing requests (Objective 5), and 4% to grant administration. BCPC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

B. Central Coast Broadband Consortium (CCBC)

Applicant

CCBC is a broadband development organization with over a twenty-year history in Monterey, Santa Cruz, and San Benito counties. CCBC received approval for three Consortia Account grants: \$450,000 in December 2011 (Resolution T- 17349), \$274,500 in August 2016 (Resolution T-17529), and \$450,000 in October 2019 (Resolution T-17669). Funding granted for CCBC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Project Performance

CCBC's past accomplishments include publication and promulgation of broadband deployment policies, conducting primary research in the tri-county region to understand broadband services offered and needs for residences and businesses, producing GIS and other analytical tools to document broadband infrastructure and service gaps throughout its region, and providing resources to deployment CASF-funded projects in the region that are in various stages of development. Along with its public outreach and coordination, the GIS web-platform technical resources have been used to support and expedite infrastructure planning and development. Since CCBC began its work, twelve CASF broadband infrastructure proposals were approved.

Regional Consortium Representation and Endorsements

CCBC representation comprises of local city and county agencies, educational institutions, industry and economic development interests, and community-based organizations. CCBC received a total of twelve endorsements from local government

⁷ In D.22-05-029, the Commission established the Work Plan and Performance Metrics Plan should include specific work activities, verifiable work deliverables, quantitative performance measures, the method for performance tracking and measuring, and responsible party(ies), with acceptable timelines for completion.

entities and businesses, a community-based organization, an academic institution, and local ISPs.

Regional Consortium Members' Experience

CCBC's members have demonstrated experience and success with assisting community groups to achieve broadband deployment in their region. The consortia members have strong experience in assisting infrastructure projects, including CASF infrastructure grant proposals, federal broadband infrastructure grants, as well as municipal broadband initiatives. Additionally, members have also had success in building regional, collaborative broadband-related efforts. Members have direct experience with managing broadband services at worksites.

Work Plan and Performance Metrics Plan

CCBC's proposal focuses on developing and supporting broadband projects funded by the CASF Infrastructure Account and broadband deployment projects related to programs created under SB 156 and AB 164. The consortium's goals consist of developing and supporting broadband projects funded by the CASF Infrastructure Grant Account on deployment of open access middle mile facilities, construction of new and upgraded last mile infrastructure. CCBC will continue to develop GIS resources and web platform functionality, work directly with ISPs and local agencies to identify business opportunities, and create fundable business plans for broadband deployment, provide direct project-specific mapping data analysis and community support assistance to ISPs and local agencies as they develop and implement infrastructure projects, and directly support the development and submittal of CASF infrastructure applications. CCBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

CCBC requests \$1,000,000 for a five-year grant.⁸ The requested grant amount will allocate approximately 48% to market analysis and outreach to identify potential infrastructure projects and encourage deployment (Objectives 1 and 2), 17% will be for direct assistance to ISPs and local agencies during the grant application process (Objective 3), 14% will be used for sourcing other funding opportunities and publicizing their availability (Objective 4), and the remaining 21% will be split between publicizing requests for wireline testing volunteers, GIS support and fiscal/management oversight

⁸ The requested number of funding years is at the historical average level and within the range of funding years awarded in the past for the Consortia Account.

(Objective 5). CCBC's budget is consistent with the budgetary requirements stated in D.22-05-029.

C. Connected Capital Area Broadband Consortium (CCABC)

Applicant

CCABC represents four counties, including Sacramento, Sutter, Yolo, and Yuba counties. CCABC received approval for three Consortia Account grants: \$448,301 in February 2012 (Resolution T-17355), \$298,750 in November 2016 (Resolution T-17538), and \$438,560 in October 2019 (Resolution T-17669). Funding granted for CCABC in Resolution T-17669, concluded on December 31, 2022.

Past CASF Project Performance

CCABC's accomplishments include: the compilation of an inventory of adoption and digital literacy assets in the region and development of a prioritized list of infrastructure development opportunities; creation of broadband resource documents for education and outreach in Yuba, Sutter, and Sacramento counties; assisting in the planning and facilitation of the Yolo Broadband Strategic Plan; partnering with Sacramento County Public Library and City of Sacramento on Digital Inclusion Initiative; and sharing information on served and unserved areas in the region through outreach meetings and forums; CCABC defined CASF eligible areas to cultivate champions and solicit providers; assisted the Commission in publicizing requests for wireline testing volunteers; researched and designated projects, based on data and eligibility; and provide technical assistance for ISPs pursuing projects.

Regional Consortium Representation and Endorsements

CCABC representation includes economic development organizations, anchor institutions, local educational agencies, higher education institutions, a library, health organizations, community-based organizations, nonprofit organizations, and accessibility advocates, utilizing a steering committee consisting of geographic representation and key stakeholders. CCABC received a total of forty endorsements consisting of city and county government entities, an academic institution, ISPs, and public and nonprofit organizations.

Regional Consortium Members' Experience

CCABC's membership includes representatives of jurisdictions, anchor institutions, civic leadership organizations, ranging from both urban and rural areas of the region. This wide array of members have experience with access and adoption efforts, broadband deployment, and policy development.

Work Plan and Performance Metrics Plan

CCABC proposes to maintain goals of fostering and assisting project development and grant application preparation, facilitating broadband infrastructure deployment, and strengthening partnerships with ISPs to actively pursue projects. Areas of focus will be targeted on research intended to designate priority projects based on data and eligibility to cultivate champions and solicit providers. Furthermore, CCABC intends to heighten the importance of broadband by promoting education and networking with local governments, educational institutions, community advocates, and other key stakeholders. CCABC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

CCABC requests \$800,000 for a four-year grant.⁹ Of its total budget, CCABC allocates approximately 21% to conduct marketing/outreach and develop strategies (Objective 1), 64% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 4% to assist in publicizing wireline testing requests (Objective 5), and 11% to grant administration. CCABC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

D. Central Sierra Economic Development District/Broadband Utility Zone (CSBUZ)

Applicant

CSBUZ's CASF Consortia Account project is the Central Sierra Broadband Utility Zone, and its fiscal agent is the Tuolumne County Auditor's Office. CSBUZ represents Tuolumne, Calaveras, Amador, Mariposa, and Alpine counties.

Past CASF Project Performance

This is CSBUZ's first CASF Consortia Account project proposal submission.

Regional Consortium Representation and Endorsements

CSBUZ representation includes local city and regional government, public safety, K-12 education, health care, libraries, higher education, community-based organizations, tourism, parks and recreation, agricultural, and business. CSBUZ received sixteen endorsements from local governments, ISPs, educational institutions, Board of Supervisors, and non-profit organizations.

⁹The requested number of funding years is at the historical average level and within the range of funding years awarded in the past for the Consortia Account.

Regional Consortium Members' Experience

CSBUZ's members have experience and success in achieving broadband deployment, communication strategy, product marketing and development, transportation sector, public and private sectors, anchor institutions, technology industry, and educational institutions.

Work Plan and Performance Metrics Plan

CSBUZ proposes to focus on creating regional capacity to collaborate with CPUC, local government, ISPs, stakeholders, and consumers to achieve broadband connectivity success; directly assisting ISPs with obtaining last mile CASF grant funds; and developing enhanced GIS mapping tools to detail unserved and underserved households & businesses and provide data for mapping deficiencies. CSBUZ's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

CSBUZ requests \$595,650 for a three-year grant, including a \$141,723 start-up budget.¹⁰ Of its total budget, CSBUZ allocates approximately 31% to conduct marketing/outreach and develop strategies (Objective 1), 58% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 7% to assist in publicizing wireline testing requests (Objective 5), and 4% to grant administration. CSBUZ's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

E. Gold County Broadband Consortium (GCBC)

Applicant

GCBC represents Sierra, Nevada, Placer, and El Dorado counties. GCBC received approval for three Consortia Account grants: \$450,000 in February 2012 (Resolution T-17355), \$300,000 in November 2016 (Resolution T-17538), and \$423,010 in October 2019 (Resolution T-17669). Funding granted for GCBC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Project Performance

GCBC's past accomplishments include: identifying priority areas in their region to assist driving connectivity to unserved and underserved communities, collaborating with the

¹⁰ The start-up budget, 23.79% of the total funding budget, pertains to the following Work Plan objectives: conducting marketing/outreach and develop strategies, identifying potential CASF infrastructure projects, developing CASF infrastructure applications, and publicizing wireline testing requests.

Commission for data and mapping, assisting ISPs with infrastructure grant applications, providing municipalities and counties with project management support, aligning priorities with economically disadvantaged communities to stimulate business and job growth, and conducting stakeholder engagement with routine working group meetings.

Regional Consortium Representation and Endorsements

GCBC representation includes member organizations from local cities and counties, and local ISPs who work on issues of regional importance. Elected officials, public agency staff, as well as local ISPs, act as the current Consortium oversight committee. GCBC received a total of twenty-four endorsements from local government agencies, chambers of commerce, business representatives, local business owners and residents, educational institutions, non-profit organizations, and ISPs.

Regional Consortium Members' Experience

GCBC's members have experience with community groups and have had past success in helping to achieve broadband deployment in the region. They have also had success in building regional, collaborative broadband-related efforts. The Consortia members have direct experience with managing broadband services at worksites.

Work Plan and Performance Metrics Plan

GCBC proposes to continue assisting with CASF infrastructure grant applicants to develop projects and working with internet service providers to determine unserved and underserved areas for connection. GCBC will focus on data and mapping collaborations with the Commission; assist ISPs with infrastructure grant applicants; assist the Commission wireline testing; conducting internet service surveys via counties and municipalities; and maintain a regional stakeholder list to implement innovative broadband solutions. GCBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

GCBC requests \$565,582 for a three-year grant, including a \$137,070 start-up budget.¹¹ Staff recommends disallowing the start-up budget costs because GCBC is an existing consortium. Of its total budget, GCBC allocates approximately 17% to conduct marketing/outreach and develop strategies (Objective 1), 77% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 2% to assist in publicizing

¹¹ The start-up budget, 24.06% of the total funding budget, pertains to the following Work Plan objectives: conducting marketing/outreach and develop strategies, identifying potential CASF infrastructure projects, developing CASF infrastructure applications, and publicizing wireline testing requests.

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wireline testing requests (Objective 5), and 4% to grant administration. GCBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

F. Inland Empire Regional Broadband Consortium (IERBC)

Applicant

IERBC represents Riverside and San Bernardino counties. IERBC received approval for three Consortia Account grants: \$450,000 in February 2012 (Resolution T-17355), \$300,000 in November 2016 (Resolution T-17538), and \$450,000 in October 2019 (Resolution T-17669). Funding granted for IERBC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Project Performance

IERBC's past accomplishments include initiating and performing outreach pertaining to the digital divide and the need for more broadband in its region; supporting numerous CASF grant applications, including approved projects that will serve unserved households in the region; establishment of a "Priority List of Actions" for broadband advocacy efforts related to education, job growth, healthcare, and community-based organizations. IERBC also developed policies for broadband implementation to address in all projects, whether public or private in San Bernardino and Riverside counties.

Regional Consortium Representation and Endorsements

IERBC representation includes members from city and county government agencies, regional rural and economic development interests, public safety, education, healthcare providers, libraries, community-based organizations, technology providers, engineering, utilities, businesses, and ISPs. IERBC received a total of twenty-eight endorsements from local governments, a tribal entity, community-based organizations, academic institutions, engineering and consulting firms, and ISPs.

Regional Consortium Members' Experience

IERBC members have direct experience with broadband deployment and adoption efforts. They have experience in assisting with CASF infrastructure grants. Its members also had success in building regional, collaborative broadband-related efforts. Furthermore, members have direct experience with managing broadband services at worksites.

Work Plan and Performance Metrics Plan

IERBC proposes to continue its focus on assisting the expansion of broadband deployment through CASF and leveraging other broadband infrastructure grant

opportunities and address strategic broadband planning and deployment for unserved areas. Specifically, IERBC will utilize the Commission's California Interactive Broadband Map to identify unserved households in Riverside and San Bernardino counties; study demographics and characteristics of the areas; identify and prioritize unserved areas in the Inland Empire Broadband Infrastructure and Access Plan and share information with ISPs, regional leaders, and the Commission; and encourage and assist ISPs in applying for CASF infrastructure grants to serve unserved households. IERBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

IERBC requests \$600,000 for a three-year grant, including a \$150,000 start-up budget.¹² Staff recommends disallowing the start-up budget costs because IERBC is an existing consortium. Of its total budget, IERBC allocates approximately 22% to conduct marketing/outreach and develop strategies (Objective 1), 73% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), and 5% to grant administration. IERBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

G. Inyo-Mono Broadband Consortium (IMBC)

Applicant

IMBC represents Inyo and Mono counties. In October 2016, IMBC received a Consortia Account grant in the amount of \$105,216 (Resolution T-17537). Funding granted for IMBC in Resolution T-17537, concluded on June 30, 2019.

Past CASF Project Performance

IMBC's past accomplishments include¹³: creating an advisory council to inform its Board of Directors on last mile development strategies, public outreach, and potential regional investments; successfully worked with local providers to improve new and existing networks; facilitated CASF infrastructure grant applications; defined unserved and underserved priority communities; assisted a local agency in establishing public

¹² The start-up budget, 25% of the total funding budget, pertains to the following Work Plan objectives: conducting marketing/outreach and develop strategies, identifying potential CASF infrastructure projects, developing CASF infrastructure applications, and publicizing wireline testing requests.

¹³ IMBC representing Inyo and Mono Counties, was once part of Eastern Sierra Connect Regional Broadband Consortium (ESC), ESC now only contains eastern Kern County; past CASF project performances include ESC accomplishments.

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Wi-Fi in the town of Bishop, promoted broadband adoption, and met with public agency and commercial broadband stakeholders.

Regional Consortium Representation and Endorsements

IMBC representation includes local city and counties who have formed a Joint Powers Agreement to work on issues of regional importance. Two elected officials from each of Inyo and Mono Counties, the City of Bishop, and the Town of Mammoth Lakes serve as Consortium members. IMBC received four endorsements from local governments.

Regional Consortium Members' Experience

IMBC and its members have experience with community groups and have demonstrated success in helping to achieve broadband deployment in the region. They have also had success in building regional, collaborative broadband related efforts. Members have direct experience with managing broadband services at worksites.

Work Plan and Performance Metrics Plan

IMBC proposes to support the development of new broadband networks by focusing on the five Objectives provided by the CPUC, including identifying potential CASF infrastructure projects or potential broadband deployment projects related to new programs created under SB 156 and AB 164. Specifically, IMBC will work with participating agencies to accurately map and document gaps to refine priority areas for broadband expansion; conduct public outreach and engagement to improve broadband expansion efforts and ensure adequate customer needs and expectations are met; coordinate efforts with ISPs and local agencies to develop projects and grant applications; and work with local public members to conduct regular wireline and wireless speed tests across markets to improve understanding of network adequacy and performance. IMBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

IMBC requests \$600,000 for a three-year grant. Of its total budget, IMBC allocates approximately 26% to conduct marketing/outreach and develop strategies (Objective 1), 64% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 5% to assist in publicizing wireline testing requests (Objective 5), and 5% to grant administration. IERBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

H. Los Angeles Digital Equity Action League Consortium (LA-DEAL)

Applicant

The LA-DEAL Consortium represents Los Angeles County, consisting of the following five subregions: San Fernando Valley/Santa Clarita, Antelope Valley, San Gabriel Valley, South Bay/Gateway Cities, and Central/West Los Angeles. LA-DEAL was approved for a \$300,000 Consortia Account grant in August 2021 (Resolution T-17738). Funding granted for LA-DEAL in Resolution T-17738, concluded on December 31, 2022.

Past CASF Project Performance

The LA-DEAL Consortium was created by the Los Angeles County Economic Development Corporation (LAEDC) and UNITE-LA in 2021 to facilitate greater broadband deployment to unserved and underserved areas in Los Angeles County to promote economic growth, job creation, and social benefits of advanced information and technologies. LA-DEAL past accomplishments include engaging cross-sector stakeholders through forums to identify community needs; creating awareness of digital area equity; serving as a liaison between Los Angeles leadership and state agencies; and pursuing funding for the development of broadband infrastructure.

Regional Consortium Representation and Endorsements

The LA-DEAL Consortium's representation includes Los Angeles County government, non-profit organizations, education, economic development, and business. Additionally, the LA-DEAL Consortium partners with ISPs and its existing networks of community stakeholders from health, housing, education, workforce, government, and the private sector to participate in the sub-regional committees and inform the Consortium's agenda through a community-led and equity-driven process. The LA-DEAL Consortium received fifty-four endorsement support letters from local counties and cities government, economic development corporations and workforce development boards, local educational agencies and institutions of higher education, government officials, ISPs, and community-based and nonprofit organizations.

Regional Consortium Members' Experience

The LA-DEAL Consortium's members have direct experience with broadband access, adoption, GIS mapping, and infrastructure project facilitation. The LA-DEAL Consortium proposes to have a broadband infrastructure workgroup composed of stakeholders from each sector (i.e., municipal, education, healthcare, business, tech, ISP, and nonprofit). The LA-DEAL Consortium's members have prior broadband deployment experience in advising public agencies with the strategic planning and development of large-scale public infrastructure and public-private partnership, including public fiber and telecommunications infrastructure.¹⁴

¹⁴These projects were not funded by CASF.

Work Plan and Performance Metrics Plan

The LA-DEAL Consortium proposes to continue to serve as a liaison between communities, municipalities, and ISPs; audit existing fiber optic networks; conduct an inventory of publicly available data on municipal assets and aggregate demand, including speed tests and the identification and updates of priority areas; provide support to the development of a regional GIS platform for managing regional fiber assets; identify and mobilize state, city, and private sector resources and initiatives to invest in and leverage towards new broadband infrastructure; and support CASF infrastructure applications in the project development or grant application process. Specifically, the LA-DEAL Consortium proposes to assist with identifying and writing CASF infrastructure applications; provide technical assistance for submitting grant applications; and coordinate between ISPs and community stakeholders around infrastructure project development and grant application submission. The LA-DEAL Consortium's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

The LA-DEAL Consortium requests a total project budget of \$600,000 for a three-year grant. Of its total budget, the LA-DEAL Consortium allocates approximately 23% to conduct marketing/outreach and develop strategies (Objective 1), 74% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 2% to assist in publicizing wireline testing requests (Objective 5), and less than 1% to grant administration. The LA-DEAL Consortium's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

I. North Bay/North Coast Broadband Consortium (NBNCBC)

Applicant

NBNCBC represents Marin, Mendocino, Napa, and Sonoma counties. NBNCBC received approval for three Consortia Account grants: \$250,000 in June 2014 (Resolution T- 17445), \$260,000 in December 2016 (Resolution T-17544), \$450,00 and in October 2019 (Resolution T-17669). Funding granted for NBNCBC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Project Performance

NBNCBC's past accomplishments include: engaging residents, businesses, public agencies, and policymakers regarding the value of broadband infrastructure; carrying wireline speed testing of existing internet service in priority areas and establishing two

Countywide Strategic Broadband Plans; assisting with CASF infrastructure grant proposals, as well as feasibility study for new middle mile segments.

Regional Consortium Representation and Endorsements

NBNCBC representation includes an oversight committee made up of four county supervisors and a consortium management team. Each county has its committee or task force that interacts with the respective local decision makers and the community to develop and facilitating the implementation of county broadband strategy projects. NBNCBC received a total of twenty-six endorsements from governments officials, public agencies, community organizations, anchor institutions, and business associations.

Regional Consortium Members' Experience

NBNCBC's members have experience with community groups and have demonstrated success in helping to extend broadband networks to public agencies, and to secure funds for broadband deployment in the region. Its members have experience in assisting CASF-funded infrastructure projects and other infrastructure projects. They have also had success in building regional, collaborative broadband-related efforts. Furthermore, NBNCBC members have direct experience with managing broadband services at worksites.

Work Plan and Performance Metrics Plan

NBNCBC proposal is centered on ensuring fast, affordable, reliable, and universal broadband infrastructure to its four counties. NBNCBC's main area of focus is to bring broadband services to unserved and underserved areas in its regions. NBNCBC will focus on regional collaboration with member counties' broadband initiatives to create planning strategies for infrastructure, policy, and advocacy. The Consortium will also implement regional activities with management teams from each county with the intent of cross-jurisdictional collaboration to successfully achieve its mission. NBNCBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

NBNCBC requests \$600,000 for a three-year grant. Of its total budget, NBNCBC allocates approximately 95% to conducting activities that will to the deployment of programs created under SB 156 and AB 164 (Objective 4) and 5% allocated for grant management. In addition, NBNCBC proposes to perform the activities required for Objectives 1,2,3, and 5 using its county budget funds. NBNCBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

J. Northeastern California Connect Consortium (NECCC)

Applicant

NECCC represents Butte, Lassen, Modoc, Shasta, Siskiyou, Plumas, and Tehama counties. NECCC received approval for three Consortia Account grants: \$449,991 in December 2011 (Resolution T-17349), \$296,518 in January 2017 (Resolution T-17550), and \$355,390 in October 2019 (Resolution T-17669). Funding granted for NECCC in Resolution T-17669, concluded on December 31, 2022.

Past CASF Project Performance

NECCC's past accomplishments include: mapping and validating broadband coverage, establishment of a framework to position local partners to apply for funding to expand existing or develop new digital literacy programs and curriculums throughout the region; identifying gaps in digital literacy services and conducting outreach to county leaders for potential partnerships; completion of planning activities that identified key opportunities for expanding broadband infrastructure in the region, developing network backbone conceptual designs and reviewing them with stakeholders to produce priority areas for expansion, and assisting development of CASF infrastructure grant applications.

Regional Consortium Representation and Endorsements

NECCC representation includes local city and county government, anchor institutions, Chico Research Foundation, non-government organizations, and ISPs. NECCC received a total of seven endorsements from non-profit organizations, city and county government entities, a Congressional District, and ISPs.

Regional Consortium Members' Experience

NECCC's members have experience with community development and have had past success in helping to achieve broadband deployment in the region. Members also have experience in assisting CASF-funded infrastructure projects; economic and geographic data collection; building regional, collaborative broadband-related efforts.

Work Plan and Performance Metrics Plan

NECCC proposes to focus on achieving 98% broadband service available in its region. To achieve NECCC's goal, the Consortia will facilitate the deployment of broadband services by assisting CASF infrastructure grant applicants in the project development or grant application process, collaborate with the Commission to engage with ISPs and stakeholders on broadband deployment, identify potential CASF infrastructure projects, assist infrastructure applicants, support project permitting activities, and assist the

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Commission in publicizing requests for wireline testing volunteers. NECCC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

NECCC requests \$999,971 for a five-year grant.¹⁵ Of its total budget, NECC allocates approximately 16% to conduct marketing/outreach and develop strategies (Objective 1), 75% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 5% to assist in publicizing wireline testing requests (Objective 5), and 4% to grant administration. NECC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

K. Redwood Coast Connect Broadband Consortium (RCCBC)

Applicant

RCCBC represents Del Norte, Humboldt, and Trinity counties. RCCBC received approval for three Consortia Account grants: \$450,000 in December 2011 (Resolution T-17349), \$208,000 in October 2016 (Resolution T-17537), and \$416,025 in October 2019 (Resolution T-17669). Funding granted for RCCBC in Resolution T-17669, concluded on October 31, 2022.

Past CASF Project Performance

RCCBC's past accomplishments include: secured funding plans for middle mile and last mile deployment projects; providing support with permitting, right of way, and environmental issues to CASF infrastructure project grantees; extending upload and download speeds to the underserved a community; holding quarterly meetings attended by representatives of the region to share policy and deployment activities; hosting annual broadband forums; and assisting in the preparation and submission of CASF infrastructure grant applications.

Regional Consortium Representation and Endorsements

RCCBC representation includes county agencies, regional rural and economic development interests, tribal governments, and public entities. RCCBC received a total of five endorsements from local governments, an economic development organization, and an academic institution.

¹⁵ The requested number of funding years is at the historical average level and within the range of funding years awarded in the past for the Consortia Account.

Regional Consortium Members' Experience

RCCBC operates as a network for member organizations consisting of representatives from each county, along with regional representatives. All member organizations are public entities that have a diverse group of stakeholders with a long history of working on broadband issues. RCCBC has experience in assisting successful infrastructure grants and continues to be active in broadband issues in the region.

Work Plan and Performance Metrics Plan

RCCBC's goal is to develop and facilitate the implementation of broadband infrastructure that will provide an integrated and robust middle mile and last mile that will improve the quality of life, health access, education, and economic development in its region. To execute this, RCCBC proposes to create written deployment project proposals using the Commission's mapping tool and contact possible ISPs about community needs and CASF grant opportunities; prepare CASF applications in partnership with ISPs and help gather letters of support; work with ISPs on environmental, local permitting, and right of way issues; and keep the community informed of CASF infrastructure grant implementation progress and host meetings with the community members, anchors, regulators, and other stakeholders. RCCBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

RCCBC requests \$572,000 for a three-year grant. Of its total budget, RCCBC allocates approximately 7% to conduct marketing/outreach and develop strategies (Objective 1), 79% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 7% to assist in publicizing wireline testing requests (Objective 5), and 7% to grant administration. RCCBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

L. San Joaquin Valley Regional Broadband Consortium (SJVRBC)

Applicant

SJVRBC was established by the California Partnership for the San Joaquin Valley (Partnership) and is administered by the Office of Community and Economic Development at Fresno State (OCED). SJVRBC represents San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties. SJVRBC received approval for three Consortia Account grants: \$450,000 in December 2011 (Resolution T-17349), \$180,000 in October 2016 (Resolution T-17537), and \$450,000 in October 2020 (Resolution

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T-17708). Funding granted for SJVRBC in Resolution T-17708, concluded on December 31, 2022.

Past CASF Project Performance

SJVRBC's past accomplishments include: supporting the Central Valley Next Generation Broadband Infrastructure Project; establishing a bilingual call center at Fresno State to guide internet subscribers through the service activation process; identifying the Shafter Municipal Fiber Network as a model to other communities considering a public broadband infrastructure project; development of final strategies connecting health clinics with medical centers in the regions; creating the Fresno State Parent University, which provides classes in digital literacy, parenting skills, and English language comprehension; expediting the provision of broadband access in all areas of the San Joaquin Valley; accelerating deployment of broadband infrastructure through telemedicine and telehealth technology; working with neighboring regional consortia to ensure the development of a cohesive infrastructure; and collaborating with the California Governor's Office of Emergency Services to ensure high-speed, wireless public safety broadband network from a rural and San Joaquin Valley perspective is included in the State's FirstNet strategy; and engaging San Joaquin Valley local officials, ISPs, stakeholders, regional partners, and consumers to prioritize areas and cost-effective strategies to achieve broadband access goals.

Regional Consortium Representation and Endorsements

SJVRBC representation includes public and private sectors, including government, telecommunications providers and industry associations, economic development corporations and business development centers, local educational agencies, and institutions of higher education; health delivery organizations, community-based and nonprofit organizations; and accessibility advocates. SJVRBC received endorsements from state and local governments, community groups, and anchor institutions.

Regional Consortium Members' Experience

SJVRBC's members have experience with broadband deployment and adoption efforts. They held scheduled and noticed meetings regularly to discuss infrastructure project proposals and provided guidance and direction to the six Infrastructure Work Groups (e.g., advanced communications, economic development, health and telehealth, housing, air quality, and education/workforce) to further regional deployment, accessibility, and adoption of broadband services.

Work Plan and Performance Metrics Plan

SJVRBC proposes to collaborate with the Commission to engage San Joaquin Valley regional partners, local officials, ISPs, stakeholders, and consumers regarding priority

areas and cost-effective strategies to achieve the broadband access goal in the San Joaquin Valley. Specifically, SJVRBC will identify broadband priorities or gaps within regional public health, education, economic, land use, transportation, emergency response, and workforce development plans; inventory and map broadband infrastructure assets in the San Joaquin Valley, including fiber routes, nodes, and wireless sites or assets that could support wireless infrastructure; identify priority areas, (i.e., communities, census tracts) for broadband infrastructure improvement based on gaps/assets assessments; identify CASF infrastructure projects and other opportunities (i.e., leverage funding, collaborating with other stakeholders); develop and implement cost-effective strategies for broadband deployment based on available infrastructure and geographic barriers; work with ISPs to develop projects and grant applications; assist in identifying match funding; engage stakeholders to better understand and explain regional broadband needs and solutions; publicize wireline testing volunteer requests, and collect and analyze wireline testing data. SJVRBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

SJVRBC requests a total project budget of \$600,000 for three years. Of its total budget, SJVRBC allocates approximately 23% to conduct marketing/outreach and develop strategies (Objective 1), 45% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 18% to assist in publicizing wireline testing requests (Objective 5), and 14% to grant administration. SJVRBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

M. Southern Border Broadband Consortium (SBBC)

Applicant

SBBC represents San Diego and Imperial counties. SBBC received approval for two Consortia Account grants: \$450,000 in April 2016 (Resolution T-17561) and \$450,000 in October 2020 (Resolution T-17708). Funding granted for SBBC in Resolution T-17708, concluded on December 31, 2022.

Past CASF Project Performance

SBBC's past accomplishments included: establishing an executive board from local economic sectors to create common specifications, policies, and practices that encourage and facilitate broadband deployment in its region; surveying communities to identify deployment and adoption needs and identifying geographic regions where broadband is unavailable and needs exist; working with community stakeholders and ISPs resulting in a needs assessment and product availability to fill gaps; identifying

communities where broadband is available but adoption is low, and working directly with community partners to expand adoption; continuing partnerships with regional stakeholders to expand broadband adoption programs; and publishing the plan to expand awareness of needs and recommended solutions to ISPs, policymakers, and regional stakeholders.

Regional Consortium Representation and Endorsements

SBBC's representation includes non-profit organizations, local government agencies, local business owners, and financial institutions. SBBC received fourteen endorsement letters from local governments, chambers of commerce, non-profit organizations, an Assembly member, and a Federally recognized Native American tribe.

Regional Consortium Members' Experience

SBBC's members have experience with broadband deployment, adoption efforts, and economic development plans. SBBC's members have been involved in projects to seek connectivity solutions for schools with geographic, technological, and fiscal constraints. In addition, SBBC's members have implemented a demonstration program to provide internet access to long distance fixed routes, leading strategic partnerships, and business development efforts. As government officials, emergency service workers, educators, etc., they have direct experience working with culturally and linguistically diverse communities.

Work Plan and Performance Metrics Plan

SBBC's goal is to support broadband deployment to prioritize underserved areas. To achieve this goal SBBC will continue to collect and update information regarding broadband infrastructure, assets and availability, demographics, economic and broadband market statistics, and other data relevant to broadband infrastructure and access development. SBBC will identify unserved and underserved areas of Imperial and San Diego counties, and identify potential ISPs interested in expanding access to broadband to these areas. SBBC will also work with ISPs and community/business stakeholders to better understand current digital divide issues and work collaboratively with these parties to increase deployment to then elicit support from local governments and governmental agencies throughout the region to establish and implement policies to promote broadband deployment. SBBC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

SBBC requests a total project budget of \$600,000 for three years. Of its total budget, SBBC allocates approximately 16.7% to conduct marketing/outreach and develop

strategies (Objective 1), 51% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 17% to assist in publicizing wireline testing requests (Objective 5), and 15% to grant administration. SBBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

N. Tahoe Basin Project (TBP)

Applicant

TBP represents the Tahoe Basin area in El Dorado and Placer counties. TBP previously received approval for three Consortia Account grants: \$167,000 in May 2014 (Resolution T-17440), \$200,000 in August 2016, (Resolution T-17529), and \$237,555 in April 2021 (Resolution T-17726). Funding granted for TBP in Resolution T-17726, concluded on December 31, 2022.

Past CASF Project Performance

TBP's past accomplishments include coordinating with a broadband consultant and Kingswood Estates to conduct a neighborhood wide speed test, and devise alternative funding mechanisms to deploy broadband infrastructure; developing a funding mechanism based on Charter Communications cost estimate; developing working relationships with regional stakeholders, incumbent and independent broadband service providers, the local jurisdictions, public agencies, anchor institutions, and key businesses; and developing relationships with local Homeowners Associations and community leaders in identified neighborhoods and facilitated dialogue with local ISPs. TBP continues to strengthen and expand inadequate middle mile infrastructure in its region.

Regional Consortium Representation and Endorsements

TBP's representation includes key stakeholders (i.e., "Partnership" work group leads) from various public and private sectors, committed to furthering regional deployment, accessibility, and adoption of broadband services in the Tahoe Basin. TBP received eighteen endorsements from ISPs, government, telecommunications providers, transportation districts and local educational agencies and institutions of higher education, and health care organizations.

Regional Consortium Members' Experience

TBP's members have direct experience with broadband deployment and adoption efforts. Its members have successfully worked with culturally and linguistically diverse communities; building regional, multi-party collaborative efforts; and had prior success in achieving broadband deployment and access. TBP's members have also been involved with past submitted CASF Infrastructure applications.

Work Plan and Performance Metrics Plan

TBP proposes to continue promoting broadband deployment in unserved and underserved communities and strengthen and expand the inadequate middle mile infrastructure through an open access fiber ring around the Basin. TBP's activities are designed to promote regionally appropriate and cost-effective broadband deployment as a foundation for economic prosperity and safe, sustainable, healthy communities Basin-wide. Specifically, the TBP is focused on the following goals: that residents have equitable access to high-speed, affordable internet service; an increased broadband access for the Health and Human Services sectors to strengthen their work in Tahoe's rural environment through coordinated, connected, cost-effective services for patients, including newly expanded tele-health capabilities; and maintaining reliable high-speed internet access for educational institutions. TBP's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

TBP requests a total project budget of \$600,000 for three years. Of its total budget, TBP allocates approximately 41% to conduct marketing/outreach and develop strategies (Objective 1), 43% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 11% to assist in publicizing wireline testing requests (Objective 5), and 5% to grant administration. SBBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

O. Upstate California Connect Consortium (UCCC)

Applicant

UCCC represents Glenn, Colusa, and Lake counties. UCCC received approval for three Consortia Account grants: \$448,184 in December 2011 (Resolution T-17349), \$274,680 in January 2017 (Resolution T-17550), and \$318,530 in October 2019 (Resolution T-17669). Funding granted for UCCC in Resolution T-17669, concluded on December 31, 2022.

Past CASF Project Performance

UCCC's past accomplishments include: developing a conceptual design for a broadband infrastructure plan, assessing the existing infrastructure capabilities in the region, developing online mapping applications to communicate the Rural Digital Opportunity Fund program and additional resources to drive higher participation, updating the status of access in each of the three counties and assessing the status of training and adoption programs available across the three counties, working with local partners to validate reported broadband coverage and speeds using CPUC tools, and

collaborating with the other regional Consortia to make sure its conceptual design fits into an overall Northern California Broadband Plan.

Regional Consortium Representation and Endorsements

UCCC representation includes local city and county government, the CSU, Chico Research Foundation, non-government organizations, businesses, anchor institutions, and ISPs. UCCC received a total of seven endorsements from non-profit organizations, city and county government entities, and ISPs.

Regional Consortium Members' Experience

UCCC's members have experience with community groups and have had past success in helping to achieve broadband deployment in the region. They have experience in assisting CASF-funded infrastructure projects, GIS analysis, economic and community development, and stewardship. They have also had success in building regional collaborative broadband-related efforts. Members have direct experience with managing broadband services at worksites. Members have worked with a culturally and linguistically diverse community.

Work Plan and Performance Metrics Plan

UCCC's objective is to support the CASF Program achieve 98% broadband service availability in each of its regions. In order to do so, UCCC will concentrate efforts on facilitating the deployment of broadband services by assisting CASF infrastructure grant applicants in the project development or grant application process. The Consortia's scope of work will include collaborating with the Commission to engage with ISPs and stakeholders, identify potential CASF infrastructure projects, assist infrastructure applicants, support project permitting activities, and assist the Commission in publicizing requests for wireline testing volunteers. UCCC's Work Plan and Performance Metrics Plan are directly related to SB 156 and AB 164 goals and objectives, and consistent with program requirements defined in D.22-05-029.

Budget

UCCC requests a total project budget of \$999,970 for five years.¹⁶ Of its total budget, UCCC allocates approximately 16% to conduct marketing/outreach and develop strategies (Objective 1), 75% to assist in developing CASF infrastructure applications (Objectives 2, 3, and 4), 5% to assist in publicizing wireline testing requests (Objective 5), and 4% to grant administration. SBBC's budget is cost-effective and consistent with budget requirements defined in D.22-05-029.

¹⁶ The requested number of funding years is at the historical average level and within the range of funding years awarded in the past for the Consortia Account.

VI. RECOMMENDATIONS FOR FUNDING

Staff has determined that the fifteen applications qualify for funding. These applications scored at least 70 of 100 points with clear and detailed proposals and meets the minimum criteria established in D.22-05-029. Therefore, staff recommends approval for these fifteen proposals.

VII. COMPLIANCE REQUIREMENTS

Grantees are required to comply with all the guidelines, requirements, and conditions associated with the CASF Consortia grant funding as specified in D.22-05-029 and this Resolution. Such compliance includes, but is not limited to, the following:

A. Execution and Performance

The expected start date is February 1, 2023. By receiving a CASF grant from the Commission, grantees agree to comply with the terms, conditions, and requirements of the grant as set forth in this Resolution, and thus submit to the jurisdiction of the Commission with regard to disbursement and administration of the grant.

Grantees may not assign the project in whole or in part except as expressly provided by the Commission's approval.

If the grantees fail to commence work at the agreed upon time, the Commission may terminate the award upon ten business days written notice to the Consortia grantee. The Commission may also impose penalties.

Should the grantees fail to complete the project in accordance with the terms of the Commission's approval as set forth in this Resolution, grantees must reimburse some or all of the CASF funding it has received

If the grantees fail to perform in good faith, or in accordance with the expectations set forth in its Work Plan and Performance Metrics Plan, as affirmed in the affidavit, the Commission may withhold subsequent grant disbursement, suspend, reduce or terminate the Consortium grant, as warranted.

Any changes to the substantive terms and conditions underlying the Commission approval of the Consortium grant (e.g., changes to Work Plan, budget or designated Fiscal Agent, etc.) must be communicated in writing to the CD Director at least 30 days

before the anticipated change and may be subject to approval by either the CD Director or by Commission resolution before becoming effective.

B. Public Workshop Requirement

Public Utilities Code section 281 directs the Commission to consult with regional Consortia, stakeholders, local governments, existing facility-based broadband providers, and consumers regarding unserved areas and cost-effective strategies to achieve the broadband access goal, through public workshops at least annually no later than April 30 of each year.¹⁷ All Consortia receiving CASF grants are required to attend at least one of the annual public workshop to be conducted by staff, and allocates up to \$10,000 per consortium for each public workshop attendance.¹⁸

C. Fiscal Agent

D.22-05-029 requires:

Each regional Consortium must retain at least one Fiscal Agent with lead responsibility and legal authority to represent the Consortium for purposes of sponsoring the application, administering fiscal activities between the Consortium and the Commission, receiving and dispersing Consortium grant funds, and ensuring Consortium compliance with the grant. The Fiscal Agent must affirmatively agree on behalf of the Consortium, to comply with the Commission's directives and conditions relating to the review, approval, and administration of any Consortia application grants. The Fiscal Agent must provide assurance that Consortium members or contractors retained by the Consortium are capable and committed to fulfilling the commitments.¹⁹

Staff reviewed applications submitted by these applicants and determined that these applications meet this requirement.

Each Fiscal Agent shall comply with all rules and requirements set forth in D.22-05-029, including, but not limited to, ensuring implementation of the approved Work Plan within the allocated budget (in conjunction with the consortium program manager), and shall be responsible for notifying CD staff of any proposed changes to Work Plan

¹⁷Public Utilities Code, § 281(f)(2).

¹⁸ D.22-05-029, Appendix 3, p. 1.

¹⁹ D.22-05-029, Appendix 3, p. 7. The Fiscal Agent must submit a letter stating its commitment to act as a Fiscal Agent for the Consortium.

and Performance Metrics Plan, budget, or designated Fiscal Agent during the course of the grant cycle.

D. Distinguishing CASF from other Financial Resources

D.22-05-029 requires that the consortium take steps to ensure that the CASF grant budget does not duplicate funding from other non-Consortia Account funding.²⁰ Grantees must ensure that only CASF-approved activities will be billed to the Consortia Account, and activities obligated to other funding resources will not be billed to the CASF Consortia Account.

Prior to the initiation of Work Plan activities, the Fiscal Agents for each grantee must communicate to staff how they will ensure that billing to discrete funding sources does not overlap.

E. Annual Audit

Public Utilities Code section 281, subsection (g)(2) requires each consortium to conduct an annual audit of its expenditures for grant programs funded and submit to the Commission an annual report. Grantees are required to submit annual reports to the Commission that includes: a description of activities completed during the prior year, how each activity promotes the deployment of broadband services, and the cost associated with each activity; and the number of project applications assisted.

F. Reporting

Grantees are required to submit bi-annual progress reports. Any progress payment requests shall be submitted along with bi-annual reports. The bi-annual progress report is required every six months. These reports must be submitted by no later than three months after every six months for the grant period. In these reports, recipients will report on the status of bi-annual milestones per the Work Plan and Performance Metrics Plan, as well as request payment for relevant expenses to date.²¹

A start-up period report is required if the grantee requests an initial start-up cost payment and must be submitted no later than three months after the completion of the

²⁰ Any proposed consortium budget must expressly exclude any costs for activities or programs within the Consortia region that are separately funded from any other sources in order to ensure that California Advanced Services Fund (CASF) grants do not duplicate funding from any other sources (D.22-05-029, Appendix 3, p. 7).

²¹ D.22-05-029, Appendix 3, p 11.

start-up activities. In this report, recipients will report on the completion of start-up activities per the Work Plan and Performance Metrics Plan, as well as milestones met. Grantees must submit a completion report at the end of the grant cycle no later than three months after completion of the project.

G. Payments

D.22-05-029 requires that submission of invoices from and payments to the grantees shall be made at bi-annual intervals.

The disbursement of funds at any time is subject to Commission discretion, including a review-and-approval process of each grantee through regular site visits, progress reports on a bi-annual basis, and supporting invoices and receipts. All requests for progress payments and reimbursements must be supported by documentation, e.g., receipts, invoices, quotes, etc.

The Consortia grantee may request reimbursement of start-up costs equivalent to a maximum of 25% of the total award. Such payment requests must be supported by documentation, e.g., receipts, invoices, quotes, etc. Start-up costs include administrative expenses, e.g., rental of building, hiring of personnel, purchase of office supplies, etc. Subsequent disbursements are on a bi-annual progress report review basis. In order to receive a progress payment, the Consortium must first submit the Progress Report to the Communications Division, together with all requests for payment and reimbursement supported by relevant invoices receipts, etc.

Furthermore, documentation should substantiate each grantees progress in following their proposed Work Plan and Performance Metrics Plan, with the approved budget. Billing should only be for activities related to facilitating the deployment of broadband services by assisting infrastructure applicants in the project development or grant application process.

All activities specified under the terms of the award shall be completed on or before the termination date of the award.²² A project completion report is required prior to full payment showing that all activities on the approved Work Plan and Performance Metrics Plan have been accomplished. Each grantee's final payment report, including all documentation and receipts, should be submitted no later than three months after project completion.²³

²² D.22-05-029, Appendix 3, p. 13.

²³ D.22-05-029, Appendix 3, p. 13.

No payments will be made for any payment requests received three months after relevant reports are due (i.e., bi-annual progress reports and/or completion reports.)

H. Oversight of Consortia Activities

Staff has the authority to initiate and any necessary audit, verification, and discovery of consortium members relating to grant funding activities to ensure that the CASF fund is spent in accordance with the Commission adopted rules and standards.²⁴

Grantee invoices and other relevant records will be subject to a financial audit by the Commission or its designee at any time within five years after each Consortium incurred the expense being audited.

Grantees must notify the Communications Division as soon as they become aware that they may not be able to meet performance metrics set forth in the Work Plan and Performance Metrics Plan.

I. Lobbying and Advocacy Efforts

Grantees are free to advocate on any legislation of their choosing. However, no work on proposed legislation including meetings, travel, or lobbying may be billed to or reimbursed by the CASF Consortia grant program.

IX. COMMENTS

In compliance with Public Utilities Code, § 311(g)(1), a Notice of Availability was e-mailed on December 9, 2022, informing all parties on the CASF Distribution List of the availability of the draft of this Resolution for public comments at the Commission's website at <http://www.cpuc.ca.gov/>. This letter also served to inform parties that the final conformed Resolution the Commission adopts will be posted and available on this same website. The Commission received no public comments.

²⁴ D.22-05-029, Appendix 3, p. 12; see also Public Utilities Code, § 270.

IX. FINDINGS

1. In July 2021, Governor Newsom signed legislation SB 156 and AB 164 that affected program administration of the CASF through the creation of new CASF subaccounts and through increase or extension of total program funding.
2. Fifteen prospective applicants submitted applications by the July 15, 2022, deadline. Staff posted each applicant's name, contact information, and coverage area by county on the Commission Consortia Account webpage on July 25, 2022.
3. Staff reviewed each application according to the guidelines, requirements, and evaluation criteria adopted in D.22-05-029, which include regional consortium representation and endorsements, regional consortium members' experience, Work Plan and Performance Metrics Plan, and budget. Staff also evaluated the applications based on the merits of each proposal, including achievements, fiscal responsibility, and cost-effectiveness.
4. Based on the review, staff determined that each grantee's proposal meet eligibility requirements. Staff further determined that these proposed projects qualify for funding under D.22-05-029 and recommends approval.
5. Staff recommends CASF Consortia grant approval of total funding of \$10,333,173 for the fifteen Consortia.
6. Grantees are required to comply with all guidelines, requirements, and conditions associated with the granting of CASF funds as specified in D.22-05-029 and this Resolution, including, but not limited to, only billing for activities related to the activities in approved Work Plans.
7. Grantees are required to expressly exclude any costs for activities or programs from the proposed consortium budget that are separately funded from any other sources in order to ensure that CASF grants do not duplicate funding from any other sources.
8. D.22-05-029 directs CD to consult with regional Consortia, stakeholders, local governments, existing facility-based broadband providers, and consumers regarding priority areas and cost-effective strategies to achieve the broadband access goal, through public workshops conducted at least annually no later than April 30 of each

year, and authorizes \$2,000 per person for up to five delegates annually for each approved consortium.

9. A notice was emailed on December 9, 2022, informing the parties on the CASF Distribution List of the availability of the draft of this Resolution for public comments at the Commission's website <http://www.cpuc.ca.gov/PUC/documents/>. This letter also informed parties that the final conformed Resolution adopted by the Commission will be posted and available on this same website. The Commission received no public comments.

THEREFORE, IT IS ORDERED THAT:

1. The Commission shall award \$600,000 to the Broadband Consortium of Pacific Coast (BCPC), \$1,000,000 to the Central Coast Broadband Consortium (CCBC), \$800,000 to the Connected Capital Area Broadband Consortium (CCABC), \$595,650 to the Central Sierra Economic Development District/Broadband Utility (CSBUZ), \$565,582 to the Gold Country Broadband Consortium (GCBC), \$600,000 to the Inland Empire Regional Broadband Consortium (IERBC), \$600,000 to the Inyo-Mono Broadband Consortium (IMBC), \$600,000 to the Los Angeles Digital Equity Action League Consortium (LA-DEAL), \$600,000 to the North Bay/North Coast Broadband Consortium (NBNBCB), \$999,971 to the Northeastern California Connect Consortium (NCCC), \$572,000 to the Redwood Coast Connect Broadband Consortium (RCCBC), \$600,000 to the San Joaquin Valley Regional Broadband Consortium (SJVRBC), \$600,000 to the Southern Border Broadband Consortium (SBBC), \$600,000 to the Tahoe Basin Project (TBP), and \$999,970 to the Upstate California Connect Consortium (UCCC). All awards are based on the description of the project as described herein. The Work Plan is available at the Commission's website.
2. Payments to the CASF grantees shall be in accordance with guidelines adopted in D.22-05-029 and in accordance with the process defined in the "Payments" section of this Resolution.
3. Each grantee must retain at least one Fiscal Agent with lead responsibility and legal authority to represent the Consortium for purposes of sponsoring the application and administration of Consortium activities, including receipt and disbursement of Consortium grant funds.

4. Each Fiscal Agent must affirmatively agree, on behalf of the grantee, to comply with the Commission's directives and conditions relating to the review, approval, and administration of any Consortia application grants.
5. Prior to commencement of each grantees' projects, Consortium's Fiscal Agent must provide CD staff with the method chosen to distinguish funding sources and billing practices, to ensure that CASF payments are not duplicated by other sources, and that only CASF-approved activities are billed to the Consortia Account.
6. The disbursement of funds shall be subject to the requirements set forth in D.22-05-029 including the submission of bi-annual progress reports and supporting documentation for payment reimbursement, yearly status reports for informing the legislature and a Completion Report to be submitted before the final payment reimbursement will be made.
7. By receiving a CASF grant from the Commission, grantees agree to comply with the terms, conditions, and requirements of the grant and thus submit to the jurisdiction of the Commission with regard to disbursement and administration of the grant.
8. Grantees shall complete activities in accordance with and within the performance period set forth in the Commission-approved Work Plans.
9. Grantees must use the grant funding solely for the approved projects/activities as described in the Consortia Commission-approved Work Plan and Budget Plan, (or approved revisions to such Plans and budgets).
10. Each Consortia grantee shall make records available to the Commission upon request and shall agree that these records are subject to a financial audit by the Commission at any time within five years after the grantee incurred the expense being audited. A Consortia grantee shall provide access to the Commission upon 24-hour notice to evaluate work completed or being performed pursuant to the grant.
11. Grantees shall comply with all guidelines, requirements, and conditions associated with the CASF grant award as specified in D.22-05-029 and this Resolution.
12. The Commission may withhold, reduce, or terminate grant payments to grantees if the consortium does not comply with any of the requirements set forth in D.22-05-029 and this Resolution.

13. In the event that grantees fail to complete the project/activities in accordance with the terms of approval granted by the Commission and this Resolution, the consortium, represented by the Fiscal Agent, will be required to reimburse some or all of the CASF fund that it has received.
14. The commencement of the grant will be February 1, 2023.
15. Any changes to the substantive terms and conditions underlying Commission approval of the grant (e.g., changes to Work Plan, budget or designated Fiscal Agent, etc.) must be communicated in writing to CD Director at least 30 days before the anticipated change, and may be subject to approval by either the CD Director or by Commission resolution before becoming effective.
16. Grantees must each complete and execute the consent form (to be sent to the grantee after this Resolution is adopted) agreeing to the conditions set forth in this Resolution and email it to [CASF Consortia Grant Administrator@cpuc.ca.gov](mailto:CASF_Consortia_Grant_Administrator@cpuc.ca.gov) within 30 calendar days from the date of the adoption of this Resolution. Failure to submit the consent form within 30 calendar days from the adoption date of this Resolution will deem the grant null and void.

I hereby certify that this Resolution was adopted by the Public Utilities Commission at its regular meeting on January 12, 2023. The following Commissioners approved it:

/s/ RACHEL PETERSON

Rachel Peterson
Executive Director

ALICE REYNOLDS
President

GENEVIEVE SHIROMA

DARCIE L. HOUCK

JOHN REYNOLDS

Commissioners

**Appendix B-1
Grant Disbursement Schedule Form**

Page 1 of 2

**California Advanced Services Fund (CASF)
Rural and Urban Regional Consortia Grant Account
Grant Disbursement Schedule Form**

Inyo-Mono Broadband Consortium _____
Name of Regional Consortium

Denelle Carrington, County of Inyo _____

Name of Fiscal Agent (Please attach Payee Data Record, STD 204, if not on file with the Commission
([STD 204 - Payee Data Record \(ca.gov\)](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf)): <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>)

Commission Resolution awarding grant: Resolution T-17778 Issuance Date: January 12, 2023

Total CASF Approved Amount: \$600,000 _____

Year 1 (from 02/2023 to 01/2024): \$200,000 Year 2 (from 02/2024 to 01/2025): \$200,000

Year 3 (from 02/2025 to 01/2026): \$200,000 Year 4 (from mm/yyyy to mm/yyyy): \$

Start Date of Grant (dd/mm/yyyy): 01/02/2023 _____

Due-dates for Bi-annual Progress Reports and payment requests (dd/mm/yyyy):

Year 1 Report 1: 01/08/2023 _____ Year 1 Report 2: 01/02/2024 _____

Year 2 Report 1: 01/08/2024 _____ Year 2 Report 2: 01/02/2025 _____

Year 3 Report 1: 01/08/2025 _____ Year 3 Report 2: 01/02/2026 _____

Year 4 Report 1: _____ Year 4 Report 2: _____

Year 5 Report 1: _____ Year 5 Report 2: _____

Is a bank account solely for CASF deposits and expenditures established: Yes: No

If no, please explain:

Please explain how billing to discrete funding sources will not overlap:

Time tracking for billing will be detailed to the task level, with funding assigned for each task.

Grant Recipient Signature

Fiscal Agent Signature

Appendix B-1
Grant Disbursement Schedule Form *(continued)*

Page 2 of 2

Printed Name

Printed Name

Date

Date

Telephone Number (include area code):

()

Telephone Number (include area code):

()

Email Address:

Email Address:

Consent Form

Name of Grantee: _____

The Grantee identified above hereby acknowledges receipt of the California Public Utilities Commission Resolution T-17778 and agrees to comply with all grant terms, conditions, and requirements set forth in the Resolution, as well as all CASF rules, including those in the Rural and Urban Regional Broadband Consortia Account Requirements, Guidelines and Application Materials. If applicable, Grantee must fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if it is using a licensed contractor or subcontractor to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed by CASF.

Undersigned representative of _____ [Name of Grantee] is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Resolution T-_____.

Dated this _____ day of _____, 20____.

Signature Printed Name

Title: _____

Organization or Name of Company

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

Telephone Number (include area code): _____

Email Address: _____

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 - Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 - Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 - Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Section 4 - Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT** - Payments to nonresidents for services may be subject to state income tax withholding.
 - No services performed in California
 - Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 - Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 - Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c)3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**AGREEMENT BETWEEN INYO COUNTY AND THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY
AS THE BOARD OF THE INYO-MONO BROADBAND CONSORTIUM
REGARDING THE PROCESING OF REIMBURSEMENT REQUESTS UNDER THE
CALIFORNIA ADVANCE SERVICES FUND GRANT**

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

Recitals:

A. On January 12, 2023, the Inyo-Mono Broadband Consortium (“IMBC”) was awarded a \$600,000 grant from the Public Utility Commission’s California Advance Services Fund (“the CASF grant”).

B. The Board of the Eastern Sierra Council of Governments also sits as the Board of the IMBC and is tasked with overseeing the performance of the CASF grant.

C. Because ESCOG does not have fiscal staff of its own, Inyo County acts as the fiscal agent for the CASF grant. As the fiscal agent for the CASF grant, Inyo County is the sole signatory required on the forms provided by the Public Utilities Commission to request reimbursement or report progress under the CASF grant.

Terms and Conditions:

The parties hereto agree as follows:

1. In recognition of the IMBC Board’s responsibility to oversee the performance of the CASF grant, Inyo County shall allow the IMBC to review and approve any Payment Request and/or Progress Report before it is sent to the Public Utilities Commission.

2. Requests for review and approval shall be directed to Elaine Kabala, Executive Director of ESCOG. Ms. Kabala is delegated the authority to perform review and approval on behalf of the IMBC Board. Ms. Kabala shall respond to any request for review or approval within 10 business days. Failure to respond within 10 business days shall be deemed an approval by the IMBC.

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3. Should the Parties disagree about the contents of a Payment Request and/or Progress Report, the Parties will work together in good faith to resolve their disagreements. The Parties understand that time is of the essence in resolving these disputes and will endeavor to resolve any issues within 10 business days.

Execution:

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ XXXX, Chair ESCOG Board of Directors</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>ESCOG Counsel</p>	<p>INYO COUNTY, a political subdivision of the State of California</p> <p>By: _____ Jennifer Roeser, Chairperson Inyo County Board of Supervisors</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>County Counsel</p>
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**Eastern Sierra Council of Governments (ESCOG)
Joint Powers Authority Agenda**

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Dan Holler, Town of Mammoth Lakes Town Manager
Nate Greenberg,

Subject: Appointment of ESCOG members to serve on the Mono Inyo Working Air-Service Group (MIWAG) Subcommittee.

Meeting date: February 10, 2023

Prepared on: February 2, 2023

Attachments: None

BACKGROUND/HISTORY:

ESCOG has previously set up a subcommittee to assist in the discussion on establishing regional, reliable Air Service. The subcommittee was comprised of one member from each member agency and was dubbed the Mono Inyo Working Air Service Group (MIWAG). The subcommittee has not been used for some time as the transition of United commercial air service from Mammoth Yosemite Airport (MMH) to the Bishop Airport (BIH) was completed. MMH is now served by scheduled charter service by Advanced Air. The continuation of regional service and/or the expansion of service continues to require direct subsidies to the air carriers. The Town of Mammoth Lakes and Inyo County staff are looking at the scope of policy issues related to the current air service funding structure and options for expanded service.

To enhance the policy discussions and options there is desire to engage the regional agencies. This process will also provide a forum for dialogue with other partners who support air service. This discussion will also serve to inform airport investments by Inyo County and the Town of Mammoth Lakes.

The request to the ESCOG Board is to consider use of the MIWAG as the forum for regional member agencies to be engaged in air service-related discussions. Each ESCOG partner agency will need to appoint a representative to re-establish the MIWAG. Staff from the Town and Inyo County will provide staff support for the subcommittee. If the ESCOG Board does not desire to use the MIWAG for this purpose, other options will be pursued to initiate related discussions.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

If the ESCOG Board supports the use of the MIWAG subcommittee as a means to facilitate initial discussion between members from member agencies, a member from each agency will need to be appointed to the subcommittee. If the Board does not feel this is the appropriate process for discussing regional air service-related items, no action is required.



STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Staff
Subject: Award Buttermilk Infrastructure and Recreational Planning Initiative Planning Services Contract
Meeting date: February 10, 2023
Prepared on: February 6, 2023
Attachments: A) Alta Buttermilk Infrastructure and Recreational Planning Initiative Proposal

BACKGROUND/HISTORY:

On August 6, 2021, the ESCOG submitted a grant application to the National Fish and Wildlife Foundation (NFWF) in support of projects identified in the Sustainable Recreation and Tourism Initiative for regional recreation improvements, specifically for infrastructure improvements and recreation planning in the Buttermilk recreation area west of Bishop. The Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) will be implemented in two phases: the first phase will be to procure a double vault toilet to replace the existing vault toilet at the bouldering area and the second phase will be to develop a high level recreation plan for the greater Buttermilk area.

The ESCOG posted a Request for Proposals (RFP) on January 13, 2023 for twenty-one days, which was advertised in The Inyo Register. The ESCOG received one proposal from Alta Planning + Design, Inc. The proposal meets the qualifications for the scope of work and the cost proposal is within the budget for the project.

ANALYSIS:

The proposal received from Alta Planning + Design Inc includes conceptual recreation plan development, trail implementation, signage implementation, parking and dispersed camping implementation, and NEPA compliance to

support identified implementation activities. The proposal is responsive to the RFP.

The proposal includes three public meetings with stakeholders and land management agencies to gather initial input, receive feedback on the conceptual plan, and review and discuss the final proposed recommendations. Public meetings will be augmented with a custom interactive online public input map. The proposal also includes focused outreach with already engaged partners including the Bishop Climbers Coalition, the Access Fund, Friends of the Inyo, and the Eastern Sierra Interpretative Association, including a \$5,000 stipend for volunteer engagement.

The cost proposal from Alta Planning + Design, Inc. is for \$127,411, and the budget for the scope of work awarded by the National Fish and Wildlife (NFWF) grant is \$147,500.

BUDGET IMPACTS:

The cost proposal from Alta Planning + Design, Inc. is for \$127,411, and the budget for the scope of work awarded by the National Fish and Wildlife (NFWF) grant is \$147,500. The NFWF grant award includes \$16,500 for ESCOG administration.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff requests the ESCOG Board award the project to Alta Planning + Design, Inc and authorize staff to negotiate and execute a Professional Services Agreement between the Eastern Sierra Council of Governments and Alta Planning + Design, Inc. for the provision of recreation planning services for the Buttermilk Infrastructure and Recreation Planning Initiative for an amount not-to-exceed \$127,411.



TECHNICAL PROPOSAL

Conceptual Recreation Planning Services for the Buttermilk Infrastructure and Planning Initiative

Eastern Sierra Council of Governments

FEBRUARY 1, 2023

PREPARED BY ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH
HELIX ENVIRONMENTAL PLANNING
THE MAMMOTH LAKES TRAILS AND PUBLIC ACCESS FOUNDATION

alta



Elaine Kabala

Eastern Sierra Council of Governments
Executive Director
ekabala@escog.ca.gov

FEBRUARY 1, 2023

RE: Request for Proposals for Conceptual Recreation Planning Services for the Buttermilk Infrastructure and Planning Initiative

Dear Ms. Kabala and members of the selection committee,

Alta Planning + Design, Inc. (Alta) is pleased to submit this proposal to complete a Conceptual Recreation Planning Services for the Buttermilk Infrastructure and Planning Initiative (BIRPI). We have prepared a direct, precise, and complete response to assist the Eastern Sierra Council of Governments (ESCOG) in making its decision.

As one of the leading recreation management firms in California, Alta has an extensive list of completed projects that have helped communities and agencies throughout California balance environmental and recreation management needs. We have local experience working in Inyo County, including nearby in Bishop, as well as experience with the relevant agencies for this project, who will also be engaged through parallel efforts in the Town to Trails Plan that Alta is leading. The key to this project's success of this project will be effective stakeholder and agency engagement. *Alta will provide efficiency and increase agency turnout by combining meetings, where appropriate, with the Town to Trails project, lightening the time commitment and burden of agency staff.*

James Powell, PLA, ASLA, will serve as Principal-in-Charge, with experience and knowledge of the Eastern Sierra stretching back to graduate school. **Tim Bevins** will serve as Project Manager and has been visiting the BIRPI project area for over 15 years. James and Tim have collaborated together to lead trail, recreation, bicycle, and pedestrian planning and design projects across California in a wide range of contexts, engaged with diverse project stakeholders, and achieved consensus between management agencies and users.

We have teamed with **HELIX Environmental Planning (HELIX)** and the **Mammoth Lakes Trails and Public Access Foundation (MLTPA)** to assist with environmental review and planning support, volunteer coordination, and local experience to achieve recommendations that will meet the needs of existing and future visitors while avoiding extensive future environmental studies. Alta has successfully delivered projects with both of these partners.

Several key differentiators make the Alta team uniquely qualified for this project:

- **Knowledge of Inyo County:** The Alta team includes staff who are local, passionate about the Eastern Sierra, climbers, daily hikers, and frequent visitors to the project area and its surroundings. We have an intimate knowledge of the site, its user groups, and the jurisdictional complications of the site and surrounding access roads. We also understand the related public agencies working in Inyo County, their plans and policies, and the history of overuse in the Buttermilks.
- **Trail and Recreation Management:** Alta has assisted agencies such as the Metropolitan Water District (MWD), Riverside Habitat Conservation Agency, the US Forest Service (USFS), and Mountains Recreation and Conservation Authority (MRCA) balance recreation and habitat on their land. We have worked with clients statewide to plan easements and agreements that allow recreational opportunities to coexist with operations and maintenance of utilities, natural resources, and sensitive environmental areas.
- **Natural Resource Protection:** HELIX brings deep expertise in resource protection and management, including working directly with the USFS in nearby Pine Canyon. HELIX's deep bench of environmental and management specialists provide the expertise so our recommendations pose minimal impacts and avoid triggers for costly future studies.

Attachment A

- **Consensus Building, Stakeholder Engagement, and Facilitation:** Project Manager Tim Bevins has led several recent public workshops in Bishop, and will bring specialized knowledge of local climbing organizations, groups, and culture. Alta utilizes the a suite of outreach tools tailored to the target audience and geography, including remote workshops, field trips, use of interactive maps, and other tools to inform the community and generate feedback.

We have reviewed the Request for Proposals (RFP), acknowledge all items in the RFP, and have addressed them in our proposed Scope of Work. I, James Powell, PLA, ASLA, will serve as the Principal-in-Charge, responsible for providing overall leadership and design expertise. I will support Project Manager Tim Bevins, who has 14 years of experience planning, designing, and managing trail projects, personal experience recreating in the project area. The Alta team is rounded out by in-house planners, designers, engineers, and our subconsultant partners. We look forward to continuing our work with ESCOG and appreciate the opportunity to submit this proposal. Please contact me any questions at jamespowell@altago.com or 213-437-3336.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Powell', with a stylized flourish at the end.

James Powell, PLA, ASLA
Principal-in-Charge
Alta Planning + Design, Inc.

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01

Understanding of the Scope of Work

Project Understanding

The Alta team understands that the Buttermilk Infrastructure and Planning Initiative (BIRPI) is needed to address both immediate recreation planning and infrastructure improvements in the Buttermilk Bouldering Area as well as long-term conceptual recreation planning in the Buttermilk project area.

The Buttermilk Project Area includes the Buttermilk Bouldering Area, Horton Lakes trailhead, the Tungsten Hills, the Happy and Sad boulders, Pine Creek Canyon, two Bureau of Land Management campgrounds, and two Inyo County campgrounds.

As the Buttermilk Project Area has grown in popularity in recent years, so too have impacts upon the area's natural splendor, caused by unauthorized human activities such as informal trails, parking, and camping. ESCOG seeks the development of a Conceptual Recreation Plan that mitigates impacts on existing recreation infrastructure while presenting opportunities to improve the visitor experience and conserve natural resource assets through engaged recreation management.

This conceptual planning effort will help create a unifying vision for improvements across various land management agencies, concentrating future visitor activity on existing disturbed areas and enhancing the resilience of natural resources in the Owens Valley to the effects of human activity, outdoor recreation, and climate change through the implementation of sustainable outdoor recreation programs and infrastructure.

Our team recognizes that these outcomes will only be possible through aligned, cross jurisdictional, and collaborative working relationships between citizen stakeholders, public agencies, and tribes, including the Inyo National Forest, the Los Angeles Department of Water and Power (LADWP), the Bureau of Land Management, Inyo County, the City of Bishop, the Bishop Paiute Tribe, Friends of the Inyo, the

Eastern Sierra Interpretive Association, the Bishop Climbers Coalition, and the Access Fund. As such, the Plan's development must be a stakeholder-driven collaborative effort. Alta team member **MLTPA** will help identify and coordinate the necessary people, groups, and agencies to yield a well-supported and implementable plan.

The Alta team understands that the land management agencies in question have limited time, staff, and bandwidth to field simultaneous planning and implementation effort. We will leverage the ongoing **Alta-lead ESCOG Towns to Trails** Plan and the MLTPA-led Eastern Sierra Sustainable Recreation Partnership to promote the effort, coordinate discussions, field input, recruit volunteers for implementation tasks, and find numerous efficiencies with meetings and staff requests.

We also recognize that in order to implement recommendations in a timely manner as envisioned, the Alta team will leverage **HELIX's** familiarity with local agencies, challenges, and considerations in order to develop recommendations in line with local constraints, and to avoid future studies and administrative hurdles.

Capacity to Complete Work

The team we propose has availability to complete the project within the timeframe stated in the RFP. Alta project managers use Deltak Vision software to balance resources and manage the complete lifecycle of a project. Our real-time project planning module provides a clear snapshot of utilization to enable the selection of available and qualified staff for each task. Our offices across North America are able to track and manage project progress with streamlined collaboration and information sharing across the project team.



The Alta team is intimately familiar with the project area, including recreational trails/destinations and the gateway communities adjacent to these assets.

02

Technical Approach

Project Manager Spotlight



Alta team **Project Manager Tim Bevins**, has 14 years of experience including trail work at a variety of scales and geographies and has direct experience collaborating with federal agencies including the National Park Service and USFS. He is deeply connected to the Eastern Sierra, having climbed in the region, including the study area, for over 15 years.

Technical Approach

We are flexible in our approach, project schedule, and budget and can refine as needed to meet ESCOG's needs. Work will proceed as follows, and is assumed to be completed by September 30th, 2023.

Task 1 - Project Management

Task 1.1 Project Kickoff

At the commencement of the project, the Alta team will convene a kickoff meeting, conducted virtually, with ESCOG staff to review project goals and objectives, refine the project scope of work and task schedule, identify available data and additional data needs, discuss the public outreach strategy, develop project protocols and procedures, and develop, report, and plan format guidelines. This meeting will also serve as a time for ESCOG staff to brief the project team on previously completed agency and public outreach efforts and feedback.

Task 1.2 Project Management

Throughout the duration of the project, Alta will host monthly project management meetings with ESCOG staff accompanied by regular coordination between Alta's Project Manager and ESCOG's Project Manager to keep the project team up-to-date on the development of the final deliverable. We anticipate these meetings will be held via video conference unless otherwise specified.

Task 1 Deliverables

Task 1.1:

- Project kickoff meeting

Task 1.2:

- Monthly project management meetings (up to nine)

Task 2 - Conceptual Recreation Plan Development

Task 2.1 Data Collection, Analysis, and Mapping

Following the kickoff meeting, the Alta team will develop a memo to request available and relevant background documents, CAD and GIS files, and other available data needed to perform project deliverables.

We will also leverage the geodatabase and related planning documents developed and reviewed in parallel as part of the ongoing Alta-led Towns to Trails planning initiative. Data collection is expected to include informal and unofficial recreation impacts on the study area such as use trails, unofficial parking, dispersed camping sites, bouldering pad damage to vegetation, and roadway conditions. This task also requires the inclusion of watershed and recreation infrastructure in the GIS data for appropriate land management agencies and/or authorities involved in the study area.

We will supplement this desktop research and review with a one-day field visit to the study area to investigate existing site conditions, conduct an aerial drone survey, and discuss culture, opportunities, and challenges with local climbers, hikers, and outdoor enthusiasts including Eastern Sierra Interpretive Association climbing rangers. Data from community input, received in Task 2.2, will also be added to the project database as appropriate.

Our team will map, photograph, and otherwise document existing conditions, opportunities and constraints, field conversations/observations, and questions for further investigation if needed and to inform our stakeholder engagement approach.

Based on the geospatial and narrative inventory mentioned above, as well as a review of relevant planning documents, and our team's understanding of formal and informal networks throughout the BIRPI project area, we will create documents of authority describing existing conditions in the study area.

These documents will establish a common foundation upon which to build throughout subsequent tasks described below.

Task 2.2 Stakeholder and Agency Facilitation

In collaboration with ESCOG, the Alta team will host three public meetings with stakeholders and land management agencies, in which we will discuss concepts for the recreation plan, solicit feedback, and discuss differing perspectives in an engaging manner.

These meetings will help establish common definitions and expectations amongst stakeholders and agencies, and identify baseline understandings which will be built upon in subsequent tasks. The first meeting is anticipated to gather initial input, the second to receive feedback on the draft conceptual plan, and the third to review and discuss the final conceptual plan. Alta will augment stakeholder and agency coordination with a custom built interactive online public input map, which we will use to capture both formal and informal existing and proposed infrastructure throughout the BIRPI project area. This tool will enable stakeholders to draw in proposed facilities and connections, vote on other proposals, and submit general comments and feedback.

These meetings will also help establish/reinforce partnerships with local community-based organizations such as the **Bishop Climbers Coalition**, the **Access Fund**, **Friends of the Inyo**, and other outdoor recreational groups for subsequent volunteer coordination and labor.

Meeting facilitation and material presented will be intentionally structured to be approachable, intuitive, and tailored to a non-technical audience. The Alta team prides itself on facilitating upbeat and interactive public-facing meetings, and will build upon recent experience engaging stakeholders in nearby Eastern Sierra communities to yield actionable outcomes. Maps and materials prepared as part of Task 2.1 will be utilized in the efforts. Additionally, input received on these maps will be integrated into the project GIS database as appropriate.

Throughout the outreach process, the Alta team will identify and recruit local volunteers for subsequent implementation tasks. In addition to leveraging our existing personal and professional networks, we have included a \$5,000 set aside within our budget to distribute to community-based organizations, such as the Eastern Sierra Interpretive Association's Climbing Ranger Program in anticipation of their assistance with volunteer recruitment and coordination. The Alta team will prepare a stakeholder list for approval by ESCOG and relevant land management agencies. The Alta team will maintain project records, including synthesis of all virtual engagements, surveys, public meetings/ responses and all meetings with land management agencies. Outcomes from each workshop will be memorialized in a summary memo describing the subject matter discussed, feedback received, and underlying themes, to be referenced by ESCOG and the Alta team in subsequent project tasks.

Toolkit of Engagement and Expertise

Our toolkit of meaningful community and stakeholder engagement, coupled with our full-service analytics and design services, will yield an innovative and implementable plan for the BIRPI project area.

The Alta team routinely conducts outreach using methods that provide efficient yet tailored strategies for communities. Our Engagement Service Area coordinates on company-wide lessons learned and maintains effective and efficient practices.

Alta's Programs team has extensive experience leading strategy, implementation, and evaluation for media campaigns, including social media and communications. Our in-house graphic design team leads all aspects of design, production, and print management in support of branding and visual identity; maps, print materials, and media ads; as well as infographics and reports.



Task 2.3 Conceptual Recreation Plan Recommendations

Leveraging the data, information, conversations, and analysis conducted under previous tasks, the Alta team will prepare conceptual recommendations for recreation within the BIRPI Project Area. These recommendations will address immediate recreation planning and infrastructure improvements in the Buttermilks Bouldering Area as well as long-term conceptual recreation planning in the Buttermilk Project Area. The resulting Plan will focus on the interconnected nature of recreation activities in the BIRPI Project Area, and document needs and gaps for future recreation infrastructure improvements. Recommendations are expected to include trail, signage, parking, and dispersed camping improvements, with the intent of creating a sustainable cohesive whole for the BIRPI Project Area while mitigating unofficial human activities/impacts. Details about materiality, size, and schematic locations of recommended elements will be included.

Recommendations will be schematic in nature, with guidance related to minimum clear trail widths, typical spacing of elements, and locations of specific elements dimensioned on aerial imagery. Final placement of all elements to be determined in the field during installation.

The resulting Conceptual Recreation Plan will be developed as both a digital PDF document and GIS Story Map. Proposed improvements will be coordinated with **HELIX** to tailor recommendations to limit future California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) studies.

The Plan will be provided to ESCOG staff and presented to the public at draft level, and a final Plan will be produced based upon public feedback and ESCOG staff recommendations.

Task 2 Deliverables

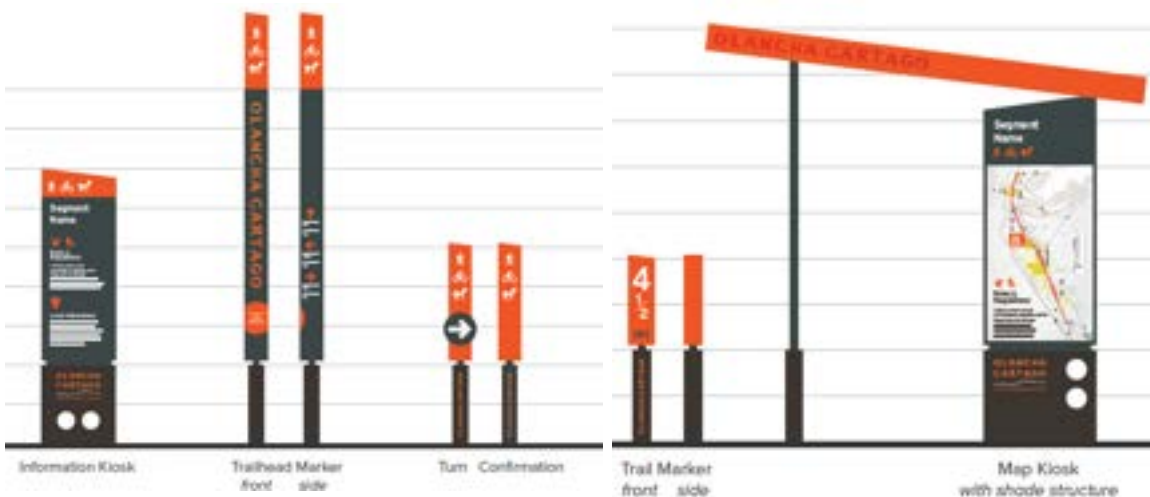
- Data Collection, Analysis, and Mapping
- One-Day Field Visit
- Stakeholder List
- Three Stakeholder and Agency Meetings and Summary Memos
- Draft Conceptual Recreation Plan
- Final Conceptual Recreation Plan

Task 3 - Trail Implementation

The Alta team will coordinate substantial volunteer participation in order to implement trail delineation projects as recommended by the Conceptual Recreation Plan. This implementation work will be akin to a “trail cleanup,” and subject to approval by relevant land management agencies as any groundwork or other significant trail work will require environmental clearance. All improvements are expected to be completed within two days. Alta team staff will coordinate up to two days of volunteer work efforts on-site. Additional days of work, if required, may occur without team staff present.

Task 3 Deliverables

- Volunteer Recruitment and Coordination
- Trail Implementation



Alta created a unified signage family as part of the Olancha-Cartago Corridor Study, with signs appropriate for both on-street and on-trail use

Task 4 - Signage Implementation

The Alta team will coordinate substantial volunteer participation in order to install signage and/or kiosks to educate and mitigate unauthorized human activities as recommended by the Conceptual Recreation Plan. Signage design will be thoughtfully created to establish a standardized design language which communicates the BIRPI's role within the larger context of the Eastern Sierra's public lands and outdoor recreational offerings. Signage posts are anticipated to be installed through direct burial and/or poured-in place bagged concrete, installed by volunteers. Implementation will be subject to the approval of land management agencies and may require environmental approvals for ground disturbing activities. All improvements are expected to be completed within two days. Alta team staff will coordinate up to two days of volunteer work efforts on-site. Additional days of work, if required, may occur without team staff present.

Task 4 Deliverables

- Volunteer Recruitment and Coordination
- Signage Implementation

Task 5 - Parking and Dispersed Camping Implementation

The Alta team will coordinate labor in partnership with volunteer efforts already engaged in the project area to mitigate unofficial activities by implementing soft surface parking solutions as recommended by the Conceptual Buttermilk Area Recreation Plan as supported by the relevant land management agencies. Implementation efforts will be limited to surface improvements or minor infrastructure construction. All improvements are expected to be completed within two days. Alta team staff will coordinate up to two days of volunteer work efforts on-site. Additional days of work, if required, may occur without team staff present.

Task 5 Deliverables

- Labor and Volunteer Recruitment and Coordination
- Parking and Dispersed Camping Implementation

Task 6 - National Environmental Policy Act Compliance

Biological Constraints Assessment (BCA)

HELIX will prepare a baseline biological constraints assessment to evaluate potential presence/absence of biological resources within the project area (including a to-be-determined buffer zone). The BCA will provide regulatory compliance information as well as other applicable state and federal regulations pertaining to biological resources. The BCA will document biological resource constraints that are identified and will recommend measures as appropriate to avoid or minimize potential project impacts on sensitive and protected biological resources for consideration during future planning efforts (including environmental compliance documentation).

Literature Review and Database Search

HELIX will conduct a review of existing pertinent information on biological resources (i.e., resource documents for adjacent planning efforts, if available) and conduct an in-house database search for sensitive species known to occur within the project area and vicinity. The in-house database search will include a query of the following resources:

- U.S. Fish and Wildlife Service (USFWS) Reno Fish and Wildlife Office;
- National Marine Fisheries Service (NMFS);
- Bureau of Land Management Bishop Field Office regulations/policies;
- California Department of Fish and Wildlife's (CDFW) Natural Diversity Database;
- The California Native Plant Society (CNPS) Rare Plant Database;
- National Wetlands Inventory (NWI); and,
- Natural Resource Conservation Service (NRCS).

Desktop Reconnaissance

HELIX will conduct a desktop, geospatial reconnaissance, including an aquatic resource constraints mapping assessment, covering the project area using the U.S. Army Corps of Engineers' (Corps) Wetlands Delineation Manual (Corps 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0; Corps 2008); in addition, we will follow the State Water Resources Control Board (SWRCB) guidelines as they relate to the project site/conditions.

Based on the desktop reconnaissance and records searches, the BCA will describe necessary setbacks from jurisdictional areas as well as protocol species surveys that would likely be required to support CEQA/NEPA compliance and regulatory agency consultation, including but not limited to: special-status plants, Sierra Nevada bighorn sheep (*Ovis canadensis sierrae*), fisher (*Pekania pennanti*), Sierra Nevada red fox (*Vulpes vulpes necator*), mountain yellow-legged frog (*Rana muscosa*), Sierra Nevada yellow-legged frog (*Rana sierrae*), Yosemite toad (*Anaxyrus canorus*), and southwestern willow flycatcher (*Empidonax traillii extimus*). The scope of work and cost estimate for the focused species surveys can be provided upon completion of the BCA. A scope of work and cost estimate for a comprehensive Biological Assessment (BA) may also be provided upon request from ESCOG.

This task assumes preparation of the BCA in letter report format complete with geographic information systems (GIS) figures of habitat types and known special status species occurrences. One round of minor revisions from the project team to the draft letter report is envisioned; major or multiple revisions may require a contract augment.

Task 6 Deliverables

- Draft Biological Constraints Assessment
- Final Biological Constraints Assessment

Assumptions

- Recommendations/improvements will be limited to land within the BIRPI Project Area. Work is not expected to extend into adjacent properties.
- The Alta team will coordinate volunteers as-needed to complete the work, but will not hire or manage a construction contractor as part of this Scope of Work.
- Groundwork cannot be done without approval from land management agencies and any ground disturbance may require a subsequent environmental decision which is not funded as a component of this project.
- The proposed fee includes consultant labor, but does not include costs of materials to construct the projects, or construction labor fees.
- Alta's expense budget includes a set-aside for volunteer incentives and refreshments during work days.
- The Alta team will provide plans and direction for volunteer work and will be present for some of the implementation efforts, but volunteer work may be conducted without Alta team staff present.
- Design recommendations will be based upon field work and aerial imagery and will not include ground/topographical survey or stamped Construction Plans.
- Mechanized grading of project sites is not anticipated, and recommendations will not include grading beyond what is achievable with hand tools and volunteer labor.

03

Qualifications of Proposed Personnel



James Powell, PLA, ASLA

Principal-in-Charge

YEARS AT ALTA

10 years

YEARS OF EXPERIENCE

22 years

EDUCATION

Master of Landscape Architecture, California State Polytechnic University, Pomona, 2013

BA, Humanities, New College of Florida, 2001

AREAS OF EXPERTISE

Trail design

Landscape design

Wayfinding

Community engagement

REGISTRATIONS

Professional Landscape Architect:
CA (#6416)

PROFESSIONAL HIGHLIGHTS

Session Chair: 2021 CA Trails and Greenways Conference: Multi-Benefit Neighborhood Greenways

Presenter: 2020 Rain or Shine —Soaking Up Success— Council for Watershed Health

Session Chair: 2018 CA Trails and Greenways Conference: Data-Driven Trail Prioritization

Session Chair: 2017 CA Trails & Greenways Conference: Pocket Trails: Small Trails, Big Impact

Session Chair: 2015 Trails & Greenways Conference: Trails & Agriculture -- Bridging Productive & Recreational Landscapes

James brings a wide range of solutions to his work, drawing upon experience managing and leading design processes in a variety of settings. These include trail master plans from local to regional scales, trail design services from grant writing and feasibility through Plans, Specifications, and Estimates (PS&E), construction support, Complete Streets and streetscape design, corridor planning, and implementation plans. His recent projects have included green infrastructure and protected bikeway design, trail prioritization modeling, facility evaluation frameworks, and landscape designs for streetscapes, medians, and trailheads. James has hands-on experience coordinating subconsultants from a variety of disciplines, as well as with the project management, design, and analysis tools.

Relevant Experience

County of Los Angeles, Santa Susana Trails Master Plan, CA

Alta guided the County of Los Angeles Department of Parks and Recreation through future development of multi-use trails for a nearly 13-square-mile study area located in northwestern Los Angeles County. The project proposed a complete multi-use trail system connecting user groups and local populations to desired recreation destinations and experiences, with transitions to trails in adjacent jurisdictions, compatibility with adjacent land uses and environmental resources, and sustainable design that is consistent with the County Trails Manual. Serving as Project Manager, James designed a comprehensive trail prioritization model and conducted in-field trail assessments.

Olancha Cartago Corridor Study, Inyo County, CA

As Project Manager, James facilitated community workshops and stakeholder interviews, conducted preliminary research, and produced memorandums of his findings for this corridor study. Alta re-imagined the Highway 395 corridor between the communities of Olancha and Cartago. The goal of this Plan is to attract visitors and provide visual continuity to the corridor by drawing upon and providing connections to the corridor's natural beauty, national park tourism, and recreational opportunities. This project was funded by a Caltrans Sustainable Planning grant and includes active transportation recommendations for the corridor and its surrounding communities.

Riverside County Comprehensive Trails Plan, CA

Alta developed a Comprehensive Trails Plan as well as a plan for trail implementation and phasing. Alta developed maps, signs, and wayfinding recommendations; provided a framework for long-term funding models; and developed and implemented a trail-user survey with data analysis to help inform the Master Plan. James formulated the trail prioritization model and served as Assistant Project Manager and Lead Designer.

WRCOG Steele Peak Reserve Trails Plan, CA

As Project Manager, James evaluated existing conditions, conducted outreach, and aided the development of a trails concept design plan for the Steele Peak Reserve. This Plan outlines means of increasing public access into the reserve with trails, visitor amenities, and best practice recommendations. The project represents the first time the Riverside County Habitat Conservation Agency (RCHCA) has formally studied public access on reserve land, and the project serves as a model for other reserve lands within the county.



Tim Bevins

Project Manager

YEARS AT ALTA

3 years

YEARS OF EXPERIENCE

14 years

EDUCATION

MA, Urban Design, University of Michigan, Ann Arbor, MI, 2013

MA, Urban and Environmental Planning, University of Virginia, Charlottesville, VA, 2011

BA, Anthropology, University of California, Los Angeles, CA, 2008

AREAS OF EXPERTISE

Trail planning and design
Community engagement
Design guidelines
Active transportation planning

PROFESSIONAL HIGHLIGHTS

Focus on the Future, 2019 – Placemaking, Open Space, and Pop-Ups

UCLA 2016 - 2019 – Visiting critic and lecturer, Green Urbanism Studio

UCLA 2015 - Lecturer, Institute of the Environment and Sustainability

Greenbuild, 2016 - creative placemaking and community engagement

South by Southwest Eco, 2015 – Place by Design; Ribbon Gardens

Tim focuses on creating communities that are more vibrant, just, and ecologically sound. Tim worked for an environmental community based organization focused on sustainable neighborhood design and planning for over 5 years. His diverse experience, which includes trail work with the NPS and sustainable neighborhood design, informs his leadership on active transportation, environmental planning, and urban design projects at a variety of scales and geographies. Tim's project work includes active transportation plans and analysis, trails master planning, tactical urbanism demonstrations, urban design visioning, design guidelines, placemaking, and public outreach programs.

Relevant Experience

Bishop Downtown Specific Plan, CA

As Project Manager, Tim led the development of a Downtown Specific Plan and Mixed-Use Overlay for the City of Bishop. This work creates a vibrant pedestrian-friendly environment in Bishop's city center by establishing a framework for growth, function, and streetscape aesthetics. The Plan includes development regulations, building and signage design guidelines, mobility recommendations, and implementation strategies.

Wildomar Active Transportation Plan, CA

The City of Wildomar's Active Transportation Plan/Mobility Plan establishes a vision for developing comprehensive active transportation infrastructure in tandem with City growth. Working with a Technical Advisory Committee, Tim led the development of urban-trail/bridal path standards for the Plan, as well as a pop-up demonstration for community members to test out bicycle and pedestrian facilities planned for the multimodal path network.

Corona Trails Master Plan Phase II, CA

Tim is leading the creation of a Trails Master Plan update focused on connectivity, facility design, and community engagement for the City. This effort includes evaluating the trail potential of undeveloped community-owned land, improving trailhead amenities and access, and prioritizing trail improvements to align with community requests and needs.

Riverside Trails Master Plan, CA

The Riverside Trails Master Plan Update was part of a larger planning process led by Alta for the City of Riverside. The update included the development of new design guidelines and cross sections, implementation recommendations, project prioritization, and refinement of previously planned trails across the city, for the full spectrum of non-motorized trail users. The project included virtual outreach conducted across multiple online platforms, an online public input map, and an online survey. Tim served as the Project Manager for this effort, guiding alternatives analysis, community engagement, and recommendation development and prioritization. Tim also oversaw the integration of the Trails Master Plan with the City's Active Transportation Plan, identifying synergies and mutually beneficial projects.



Dan Scheir

GIS Lead/Trail Planner

YEARS AT ALTA

3 years

YEARS OF EXPERIENCE

6 years

EDUCATION

Master of Landscape Architecture, California State Polytechnic University, Pomona, 2020

BA, Environmental Studies, Ithaca College, 2016

AREAS OF EXPERTISE

GIS and spatial analysis

Trail planning and design

Graphic production

Streetscape design

REGISTRATIONS

American Society of Landscape Architects

PROFESSIONAL HIGHLIGHTS

Merit Award, Southern California Chapter of ASLA 2020

Outstanding Graduate Student Award, Cal Poly Pomona Department of Landscape Architecture 2020

Chapman Forestry Foundation Scholarship, Cal Poly Pomona 2019

Los Angeles Geospatial Summit at USC - Presentation, 2019

Dan is a Landscape Designer with a background in landscape architecture and environmental studies. He brings experience in spatial analysis, cartographic production, and graphic production. Dan is passionate about creating places that are healthy and fun, and he believes that landscape architecture is uniquely positioned to positively impact community well-being.

Relevant Experience

Bishop Downtown Specific Plan, Bishop, CA

Alta led the development of a Downtown Specific Plan and Mixed-Use Overlay for the City of Bishop in Inyo County, CA. The goal of the project was to create a vibrant pedestrian-friendly environment in Bishop's city center by establishing a framework for growth, function, and streetscape aesthetics. As a Project Designer, Dan helped to create the plan and overlay through a collaborative process with city officials and staff, stakeholders, residents. The final Plan and overlay provided development regulations, building and signage design guidelines, mobility recommendations, and implementation strategies.

Riverside Gage Canal Multi-Purpose Recreational Trail, Riverside, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a two-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Dan serves as a Designer on the project.

WRCOG Steele Peak Reserve Trails Plan, Riverside, CA

As a Designer, Dan worked to develop a plan and conceptual trail network for the Western Riverside County Council of Governments (WRCOG) and RCHCA for the Steele Peak Reserve. The location was the first location RCHCA allowed public access on reserve land, and the project served as a model for future expansions of public access. Alta provided trail alignments, conducted public outreach, coordinated between multiple agencies, and created a set of guidelines for the preservation of habitat, allowance of public access, and long-term maintenance.

City of Riverside Trails Master Plan Update, CA

Alta developed a comprehensive mobility study for the City of Riverside which included active transportation, urban trails, local trailheads, and plazas. Each of these plans work together to yield a better-connected active transportation network for residents and visitors walking, biking or rolling on city streets, trails, or plazas. Dan worked as Designer for the Trails Master Plan.



Brian Burchfield, PLA

Trails Advisor

YEARS AT ALTA

14 years

YEARS OF EXPERIENCE

14 years

EDUCATION

Bachelor of Landscape Architecture, California Polytechnic University San Luis Obispo, 2008

AREAS OF EXPERTISE

Project management
Multi-use path design
Graphic design
Complete Streets design
Landscape and irrigation plans

REGISTRATIONS

Registered Landscape Architect: California (#6173)
Bay-Friendly Qualified Professional

Brian is a registered landscape architect whose expertise includes management of complex construction documents, permit agency coordination, irrigation plans, planting and landscape plans, on-street bicycle and pedestrian facilities, and separated multi-use pathways. Whether managing a large- or small-scale design project, Brian's goal with each project is to work closely with the client and deliver a product that the entire project team is happy with. He has contributed expert graphics and design production services for a variety of project types from trail improvement projects to Complete Streets concepts.

Relevant Experience

Great Redwood Trail Feasibility Study, CA

As Assistant Project Manager, Brian played an integral role in Alta's efforts to conduct existing conditions inventories, trail governance and rail-banking research, corridor segmenting, prioritization, and cost estimates for a feasibility study for the North Coast Great Redwood Trail. The 300-mile trail will run along active and abandoned railway spanning from San Francisco Bay to Humboldt Bay, passing through some of the most beautiful and rugged landscapes in the United States. A trail along this corridor has the potential to attract hundreds of thousands of visitors and serve as an economic driver to the communities in the area.

Tahoe Donner Trail Master Plan, Truckee, CA

Alta worked with the Tahoe Donner Association to complete their Draft Tahoe Donner Trails Master Plan with the goal of preserving, expanding, and enhancing the trail network. With Brian serving as Supervisor, the Alta team reviewed the existing and proposed trails system; validated findings; provided precise language and graphics to fill policy, design and maintenance gaps; and offered solutions for closing and re-routing trails, and resolving erosion, wetland, riparian, and egress issues that have been tested on other projects throughout the region.

San Pablo Baylands Grand Bayway SR 37 Public Access Scoping Report, CA

As Project Manager, Brian lead Alta's efforts to provide an existing conditions review, design guidelines, phasing strategies, and outreach assistance for the State Route 37 Public Access Scoping Report. The Report identifies the current state of public access to outdoor amenities across the San Pablo Baylands, and recommends means to increase connectivity to trails, open space, hunting, and water recreation opportunities. This study creates a comprehensive guide for creating an interconnected system over time and will also expand community awareness of resiliency and climate change.

SR 128 Corridor Valley Trail Feasibility Study, Mendocino County, CA

Alta is preparing a Feasibility Plan for a multi-use trail along the scenic SR 128 corridor in Mendocino County. The trail will connect the communities of Yorkville, Boonville, Philo, and Navarro and improve bicycle and pedestrian circulation between the schools, businesses, and recreational opportunities in this corridor. Brian is serving as Design Associate.



Zara Gomez, ASLA

Senior Designer

YEARS AT ALTA

4 years

YEARS OF EXPERIENCE

17 years

EDUCATION

Landscape Architecture Certification, with Highest Honors, University of California, Los Angeles, 2013

BA, Architecture, University of Southern California, Los Angeles, 2004

AREAS OF EXPERTISE

Graphic visualization tools (photo simulations, 3-D video flythroughs)

Green infrastructure

Streetscape and Complete Streets design

Mixed-use and commercial space design

PROFESSIONAL HIGHLIGHTS

"Quality of Life" Merit Award, ASLA 2014

American Society of Landscape Architects

Through her formal education in both architecture and landscape architecture, Zara developed an appreciation for the possibilities of the built environment as a combined product of nature and human design. Her wide range of design experience includes mixed-use and commercial projects, streetscapes, large-scale commercial developments, and parks. Zara is passionate about improving public health through greening the urban fabric that connects the built and natural environments.

Relevant Experience

Gage Canal Multi-Purpose Recreational Trail, Riverside, CA

Alta is designing a two-mile active transportation and recreational green space trail over the existing Gage Canal that will create a Class I asphalt concrete paved trail and a natural surface trail. Zara is serving as a Senior Designer on the project, producing drawings from schematic design to construction documentation.

Bishop Downtown Specific Plan & Mixed-Use Overlay, CA

Alta is establishing a framework for growth, function, and streetscape aesthetics to create a vibrant pedestrian-friendly environment in Bishop's city center. As Lead Designer, Zara helped create the plan and overlay through a collaborative process with city officials and staff, stakeholders, residents. The final Plan and overlay provide development regulations, building and signage design guidelines, mobility recommendations, and implementation strategies.

Olancha Cartago Corridor Study, Inyo County, CA

This project, funded by a Caltrans Sustainable Planning grant, re-imagines two communities that are being bypassed by a new highway realignment. Zara was a Senior Designer supporting visual continuity in the corridor to bolster park tourism.

Park to Playa Trail, Los Angeles, CA

The Park to Playa Trail is part of a regional trail system complete with native habitat restoration, access points, and connections to popular existing parks. Zara created trail maps and wayfinding signage to support implementation of seven miles of the regional trail.

Fort Ord Regional Trail and Greenway (FORTAG), Monterey, CA

Alta evaluated feasibility and created concept design for FORTAG, a 24-mile regional Class I bikeway that connects the multiple cities in the Monterey Bay area. Zara served as a Senior Designer on the project, creating wayfinding and branding materials and trailhead and viewpoint design.

LA River Path Access Plan, Vernon, CA

Alta evaluated nonmotorized connections between the City of Vernon and the LA River. As a Designer, Zara developed designs for three potential protected bikeways that span the City from east to west, and four potential gateways from the City to the future LA River path through Vernon.



YEARS IN EASTERN SIERRA

22 years

John Wentworth

Board President (*Volunteer*)



John is responsible for the successful execution of all MLTPA programs and is charged with quantifiable results in trails and public access initiatives, stewardship, fund development, and general operations for MLTPA. Since his election to the Mammoth Lakes Town Council in June of 2014, John has served in a voluntary capacity as MLTPA's Chief Executive Officer. John has led MLTPA through an ambitious update of the Town of Mammoth Lakes Trail System Master Plan, spearheaded the adoption of two special tax measures in Mammoth Lakes securing local funding for trails, parks, recreation, mobility and arts and culture, and for his efforts has been recognized by the Sierra Business Council and the Far West Ski Association. For the State of California, John serves as a member of the Technical Advisory Council for the State's Integrated Climate Adaptation and Resiliency Program (ICARP TAC) through the California Governor's Office of Planning and Research.

Under John's leadership, MLTPA has worked closely with regional public land managers, including the Inyo National Forest on the update of its General Management Plan through the Eastern Sierra Recreation Collaborative funded in part by the National Forest Foundation. More recently, MLTPA provided a complete suite of contractual and project management services for the regional Sustainable Recreation and Tourism Initiative (SRTI) and continues to provide ongoing convening and facilitation support for the ESSRP. MLTPA will soon deliver a joint strategy for sustainable outdoor recreation to California's Wildfire & Forest Resilience Task Force in partnership with the USFS and the State of California through the Sustainable Recreation/CALREC Vision Key Working Group. Prior to moving to Mammoth Lakes, John worked in the motion picture industry, where his credits include Co-Producer of *"Twin Peaks: Fire Walk With Me"* and *"Mulholland Drive"*, directed by David Lynch.



YEARS IN EASTERN SIERRA

30 years

Kristy Williams

Program Management Specialist

Kristy is a Project Management Specialist with over 25 years of experience in project and event management. Most recently, Kristy successfully managed the SRTI, a multi-tracked regional project funded by the Sierra Nevada Conservancy, a three-year effort that encompassed the entire Eastern Sierra region. The Initiative included four tracks: recreation stakeholder engagement; creation of a regional Climate & Resiliency Assessment; development of a plan to connect the region to its visitor audience; and the development and prioritization of sustainable recreation projects. The Initiative was delivered on time and on budget during the onset of the COVID-19 pandemic, utilizing 99% of the allocated funding. Kristy managed communications with the Sierra Nevada Conservancy for delivery and receipt of all grant invoices, reports, and final deliverables. Kristy's skill set also includes managing regional outreach efforts (content development, traditional advertising, and inbound marketing and communications), meeting convening and logistics (in person and virtual), and development, management, and reporting of stakeholder planning processes.



Andrew Mulford

GIS Manager

YEARS IN EASTERN SIERRA

8 years

Andrew has served as the GIS manager for MLTPA for over six years. He manages the GIS program for the Mammoth Lakes Trail System and has been developing a very specific skillset adapted for trail planning and asset management for the entire Eastern Sierra region. Andrew has worked closely with Mammoth Lakes Trails Manager Joel Rathje and has gleaned valuable experience from Joel's vast knowledge of trail design, NEPA, GIS, and cartography. Andrew studied Geography at Virginia Polytechnic Institute and completed his bachelor's degree in 2008.



Kiersten Puusemp

Creative Director

YEARS IN EASTERN SIERRA

8 years

Kiersten oversees the visual design, development, and presentation of communications and graphic materials for MLTPA and plays an active role in the creation of effective and visually appealing graphics that support effective communications. Kiersten has an extensive background in design, marketing, writing, process development and complex project management working with contemporary art institutions from Los Angeles and New York to Europe. Kiersten has been involved with MLTPA from its inception, including working for MLTPA for several months on the successful Measure R campaign in 2008. She studied at the University of California at Berkeley, the European Graduate School, and holds a master's degree in Fine Arts from the University of Southern California (2005). Her skill set includes Adobe Creative Suite, hand drawn illustration, video and audio production, editing, and public and media relations.



Rita Keil

Project Specialist

YEARS IN EASTERN SIERRA

2 years

Rita supports MLTPA special projects and partnerships, including the Sustainable Recreation and Tourism Initiative, the Eastern Sierra Sustainable Recreation Partnership, and the Sustainable Recreation/CALREC Vision Key Working Group. Her expertise is in GIS, data analysis and visualization, climate change science, and program assessment. She received a Bachelors degree in Environmental Science, as well as a Bachelor of Art in Italian Language and Literature, and a certificate in GIS from the University of Pittsburgh.



**YEARS IN EASTERN
SIERRA**

28 years

Robert Edgerton, AICP CEP

Principal Planner



Robert has 28 years of experience in the environmental and land use planning industry. He has prepared, consulted on, and processed federal, state, and local permits in support of projects with the U.S. Army Corps of Engineers (USACE), USFWS, BLM, State and Regional Water Quality Control Board, and California Department of Fish and Wildlife. Robert has worked both in the U.S. and abroad, and his project management skills are enhanced by his knowledge and use of GIS for data analysis and presentation purposes, as well as principles and techniques of biological restoration. His work also focuses on CEQA and NEPA compliance, and he has successfully processed more than 100 environmental compliance documents such as Environmental Impact Reports/Statements (EIR/EIS), Initial Study/Mitigated Negative Declaration (IS/MND), and Environmental Assessments (EA).



**YEARS IN EASTERN
SIERRA**

23 years

David Bise

Principal Biologist

David is a Principal Biologist specializing in environmental permitting, client and agency coordination, project management, environmental impact assessment, and regulatory and environmental compliance. He has 23 years of professional experience in the environmental sciences, including preparation of CEQA and NEPA documents; preparation of environmental permit applications (404/401, Streambed Alteration Agreements [SAAs]), Section 7 Biological Assessments, State Incidental Take Permit Applications, and land management plans; conducting special-status species surveys; and habitat mitigation and monitoring.

04

Contractor's Past Performance

Firm Overview

Alta Planning +
Design, Inc.

alta

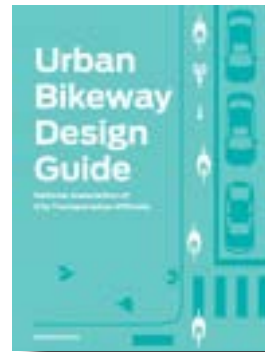
Alta is an active transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs. Our work brings about positive change by creating places that are geared towards moving people rather than cars, connecting community members to daily needs, and empowering every person to live an active, healthy life.

We have planned, designed, and implemented over 10,000 miles of pathways, bikeways, and trails in varied settings, from waterfronts to mountains.

TRAILS EXPERTISE

Alta is well established as the nation's leading firm specializing in the planning and design of recreational trail and pathway facilities and systems. We provide services ranging from master plans to construction documents. Alta is experienced with addressing both technical and community challenges. We minimize impacts in sensitive environmental and constrained areas and develop systems that serve diverse trail user groups. We work to make sure that users are well-served and conflicts and impacts are avoided. We couple our experience with on- and off-street trail plans so that recreational trail systems connect well with the on-street active transportation networks. This makes the trail system easily accessible via bicycle or on foot, reducing the need for parking at trailheads. Alta provides complete planning services, including planning, design, alternatives analysis, environmental documentation, property acquisition strategies, maintenance and management plans, and funding strategies. This full-service approach means that our system plans address construction challenges and define actionable next steps.

Alta's designers can create trail features that reflect a community's unique culture and provide recreation, education and inspiration. Installations and signage can educate trail users about the history of the trail, local ecology, or environmental concerns. Providing benches at rest areas and viewpoints encourages people of all ages and capabilities to use the trail.



Alta has developed industry-defining research for FHWA, NACTO, and others.

Alta creates signage and wayfinding systems that reflect the natural and built environments, provide meaningful and attractive wayfinding tools, and minimize visual clutter.

WAYFINDING SUPPORT

A good walking and bicycling environment requires not only sidewalks, bike lanes, and safe roadway crossings, but also an easily navigable network. We work with local agencies and project stakeholders to develop comprehensive wayfinding signage systems that meet the needs of the community.

Wayfinding is more than just signs. Wayfinding draws you through spaces, wayfinding draws you to places. From the cognitive mapping and orienting properties of water towers, trees, and significant architecture to the rhythm of seasonal vegetation and street furnishings—wayfinding elements are the breadcrumbs of recognition, confidence, and identity. Our mission is to integrate timeless design through graphics, materials, and form into the built environment to capture the spirit of a place and build confidence for users of all ages and abilities.

DATA COLLECTION, ANALYTICS, AND GIS

Understanding where people access and use trails is critical to informed trail network expansion and improvement decisions. Alta provides our clients with analysis tools customized to help understand trail connectivity, demand, health, and safety needs. Over the past two decades, Alta has developed tools for analyzing and communicating benefits of sustainable recreation.

Alta's in-house GIS team offers a key advantage in streamlining the map design process, from creating the base map to implementing branding and style guidelines, to color, typography, and layout. Our graphic designers are able to work closely and efficiently with our GIS team to gather the necessary GIS data for initial export, work through rounds of revisions, and if necessary, request, and collect additional data.

EXPERIENCE WORKING WITH MULTIPLE JURISDICTIONS

Alta has developed regional and state trail plans for communities nationwide, including stakeholders relevant to this project, such as USFS, Caltrans, LADWP, as well as counties and communities within the study area.

We understand that regional plans have unique challenges, and we know how to successfully:

- Coordinate and integrate the goals and needs of numerous jurisdictions, which may have different, even competing objectives
- Plan improvements over large geographic areas
- Focus effort on funding and priorities



Alta's planners and graphic designers work together to distill complex technical information into accurate, beautiful, functional, and easy-to-use design guidelines, plans, maps, infographics, and report documents.

Meet our Subconsultants



Mammoth Lakes Trails and Public Access Foundation (MLTPA)

was established in 2006. Its mission is to “... create sustainable trail and recreation systems that support prosperous economies and healthy communities in Mammoth Lakes, the Eastern Sierra, and beyond.”

Given the unique land tenure of the Eastern Sierra—90% of the region’s geography is managed by the federal government or public utilities—MLTPA works across jurisdictions to serve all people, including the 33,000 residents of Alpine, Mono, and Inyo counties, and an outdoor recreation-based visitor population which exceeds six million visits annually. MLTPA provides local programs: initiation and financing of a Trail System Master Plan for Mammoth Lakes and the provision of contractual services for the Plan’s implementation; managing the successful campaign for voter approval of Measure R, a public revenue stream benefiting trails, recreation, and parks; development and management of the Mammoth Lakes Trail System website; stewardship event planning. MLTPA provides regional programs: inclusive program support for the Eastern Sierra Sustainable Recreation Partnership (ESSRP); MLTPA wrote the grant and managed the regionally focused SRTI. For the state of California, MLTPA delivered “California’s Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience” to the California Wildfire & Forest Resilience Task Force and was awarded “*Partnership of the Year - 2022*” by the USFS.



HELIX Environmental Planning (HELIX)

is an employee-owned firm and a

leader in environmental consulting and natural resource sustainability. Established in 1991 and with offices in San Diego, Los Angeles, Sacramento, Placer, Orange, and Riverside counties, HELIX provides a broad range of environmental compliance and design services throughout California and the western U.S.

HELIX has extensive experience helping public and private clients comply with environmental laws and regulations, manage natural and cultural resources, and design and construct sustainable projects. Their wholly owned subsidiary, HELIX Environmental Construction Group, specializes in habitat restoration and the installation and maintenance of native habitat.

Project References

On the following pages are detailed descriptions of the Alta Team’s key relevant project experience and associated client references.



Inyo County Olancha Cartago Corridor

INDEPENDENCE, CA | 2018 - 2020

This project, funded by a Caltrans Sustainable Planning Grant, reimagines two communities, Olancha and Cartago, which are being bypassed by a new highway realignment. Situated in the Eastern Sierra, the project is able to draw upon natural beauty, national park tourism, and recreational opportunities to propose short- and long-term improvements to the area that will help bring visitors and provide visual continuity to the corridor.

Inyo County contracted Alta to undertake this study to rethink and reinvent the old corridor, which became a county road. The study presented phased recommendations that promote a vibrant corridor for residents, businesses, and visitors within these communities. The study aimed to represent local priorities through a robust outreach process and included recommendations for improved connectivity with the corridor and opportunities to enhance connections to adjacent attractions and destinations.

CLIENT

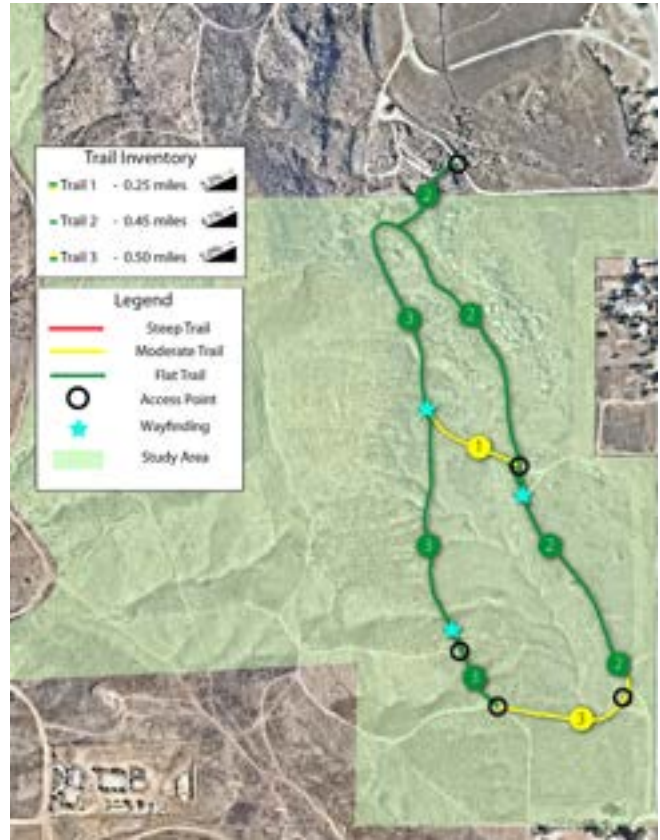
Inyo County Planning Department

CONTACT

Cathreen Richards
Planning Director
168 North Edwards Street
Independence, CA 93526
(760) 878-0447
crichards@inyocounty.us

RELEVANCE

- ✓ Public outreach/engagement
- ✓ Multi-jurisdictional planning
- ✓ Corridor design
- ✓ Trail/recreational connectivity
- ✓ Project in the Eastern Sierra



Steele Park Reserve Trail Network Plan

RIVERSIDE, CA | 2019-2020

Alta developed a conceptual trail network plan for the RCHCA Steele Peak Reserve site. This is the first location where RCHCA is allowing public access on reserve land.

Alta developed a phased approach, where preliminary trails are implemented on flatter, more accessible portions of the site where access is available to a wide range of trail users. Alta also provided trail alignments, conducted public outreach, coordinated with multiple agencies, and created a set of guidelines for the preservation of habitat, allowance of public access, and long-term maintenance.

The plan was followed up with a feasibility study that identified a priority alignment, coordinated with adjacent landowners, and provided conceptual designs for a loop trail, amenity and rest areas, wayfinding, and parking. Cost estimates and grant support were provided to assist in funding the project for construction.

CLIENT

Western Riverside Council of Governments

CONTACT

Riana Fisher
 Program Manager
 Riverside County
 Habitat Conservation Agency
 3390 University Ave., Suite 200
 Riverside, CA 92501-3314
 (951) 405-6708
 rfisher@wrcog.us

RELEVANCE

- ✓ Trail network plan
- ✓ Public outreach
- ✓ Conceptual design



Marin Water Recreation Plan

MARIN COUNTY, CA | 2019-2020

Alta is assisting the Marin Municipal Water District in the development of a Watershed Recreation Management Plan, which will include a robust stakeholder engagement process. The Plan is meant to complement existing management plans and help to influence recreational culture to address long-standing issues between various visitor groups. Alta is recommending an adaptive approach to managing the watershed to harmonize ecological and recreational values through activities that can react to changing conditions and proactively integrate new data into decision making.

CLIENT

Marin County, CA

CONTACT

Shaun Horne
Watershed Resources Manager
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925
(415) 945-1190
shorne@marinwater.org

RELEVANCE

- ✓ Recreation planning
- ✓ Watershed analysis
- ✓ Stakeholder engagement



Bishop Downtown Specific Plan and Mixed-Use Overlay

BISHOP, CA | 2020-2022

Alta led the development of a Downtown Specific Plan and Mixed-Use Overlay that establishes a framework for guiding the growth, function, and aesthetic of Bishop's city center.

Alta completed this work, and the associated CEQA analysis to create holistic guidance for creating a vibrant pedestrian-friendly environment in the downtown area while also maintaining and complimenting the City's distinct small-town character at the eastern edge of the Sierra Mountains.

The Plan and Overlay were created through a collaborative process with city officials and staff, stakeholders, and residents. This work establishes development regulations, building and signage design guidelines, mobility recommendations, and implementation strategies. These components will help Bishop meet the vision shared by these partners for growth management, housing, mobility enhancements, and a cohesive downtown corridor.

CLIENT

City of Bishop

CONTACT

Elaine Kabala
Associate Planner
377 West Line Street
Bishop, CA 93514
(760) 873-8458
ekabala@cityofbishop.com

RELEVANCE

- ✓ CEQA analysis
- ✓ Stakeholder engagement
- ✓ Specific Plan and mixed-use overlay
- ✓ Streetscape planning and design guidelines
- ✓ Graphic renderings

Pine Creek Mine Hydroelectric Project

INYO COUNTY, CA

HELIX prepared the CEQA documentation (IS/MND) and led coordination efforts with the State Water Resources Control Board (SWRCB) regarding the proposed Pine Creek Mine Hydroelectric Project located near the historic mining community of Rovana (Inyo County). The project proposes to construct, operate, and maintain a 1.5 megawatt (MW) per hour hydroelectric turbine. The turbine would be placed inside an existing mine shaft at Pine Creek Mine and would utilize existing percolating groundwater to produce hydroelectric energy. HELIX prepared technical studies, including biological and cultural resource inventories. With oversight from the SWRCB and further guidance from the Federal Energy Regulatory Commission, HELIX prepared a draft IS/MND in accordance with the latest CEQA Guidelines. The SWRCB approved the proposed project in 2020.



CONTACT

Jeff Wetzel
 State Water Resources Control Board, Division of Water Rights – Water Quality Certification Program
 P.O. Box 2000
 Sacramento, CA 95812-2000
 (916) 606-3351
 Jeff.Wetzel@waterboards.ca.gov

RELEVANCE

- ✓ CEQA evaluation
- ✓ Covers the BIRPI project area

Inyo County Renewable Energy General Plan Amendment and PEIR

INYO COUNTY, CA

HELIX assisted Inyo County with the preparation of a Renewable Energy General Plan Amendment (REGPA) and Program EIR (PEIR) to address state-mandated renewable energy demands and potential future utility-scale renewable energy projects within the County’s footprint. In addition to the technical reports (e.g., air quality, biological resources, socioeconomic impacts, etc.) associated with the PEIR, HELIX was responsible for managing a proactive and large-scale public involvement campaign working directly with the County, residents, landowners, California Energy Commission (CEC), California Public Utilities Commission, local tribal governments, LADWP, and applicable federal and state public resource agencies. The REGPA and PEIR were met with intense interest and generated public comments from hundreds of individuals and organizations. Primary issues of concern to County residents included the siting and placement of transmission lines, power delivery facilities, and solar/wind renewable energy infrastructure especially since



CONTACT

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 Planning Director
 168 N Edwards Street
 Independence, CA 93526
 760-878-0447
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RELEVANCE

- ✓ CEQA evaluation
- ✓ Covers the BIRPI project area

the County is part of scenic Owens Valley, an area of unprecedented natural beauty and natural resources in central California. The final REGPA and PEIR were both adopted by the County. A “*Planning Award of Merit for Innovation in Green Community Planning*” was awarded to Inyo County and HELIX for the Inyo County Renewable Energy General Plan Amendment project. Both Inyo County and HELIX were recognized for outstanding achievement in land use planning and best practices by the American Planning Association Central Chapter.

Sustainable Recreation and Tourism Initiative for California's Eastern Sierra

Attachment A



EASTERN SIERRA, CA

The SRTI, program work was distributed across four areas of focus and was managed and staffed by MLTPA on behalf of the ESSRP. The four tracks of the SRTI included “Regional Recreation Stakeholder Engagement”: The Initiative convened and facilitated Eastern Sierra recreation stakeholders using mostly digital means in light of the COVID-19 pandemic. Stakeholders submitted ideas for desired sustainable recreation projects, which they then scored for their stewardship value, benefits for access and equity, and benefits for local communities. “Climate Adaptation and Resilience Assessment”: The Initiative developed and published a climate change vulnerability assessment and adaptation strategy for the Eastern Sierra, which incorporates an ecosystem services valuation of the region’s natural systems including the outdoor recreation and tourism economy. The analysis will inform adaptation to climate change and future sustainable recreation investments. Connection to the “Eastern Sierra Visitor Audience”: The Initiative convened and facilitated the Visitor Connection Working Group. The Working Group collaboratively developed the “Visitor Connection Package.” The Initiative provided



CONTACT

Matt Driscoll
 Eastern Sierra Area Rep.
 Sierra Nevada Conservancy
 11521 Blocker Drive
 Suite 205
 Auburn, CA 95603
 (760) 636-8296
 Matt.Driscoll@sierranevada.ca.gov

RELEVANCE

- ✓ Agency and stakeholder engagement
- ✓ Covers the BIRPI project area

technical capacity to the ESSRP to identify and prioritize project ideas and then created a portfolio of eight developed sustainable recreation projects along with recommended funding opportunities.

Eastern Sierra Sustainable Recreation Partnership

EASTERN SIERRA, CA

Nurtured in the Eastern Sierra Recreation Collaborative sponsored and convened by MLTPA, MLTPA now convenes and facilitates the Eastern Sierra Sustainable Recreation Partnership (ESSRP), a multi-public agency collaborative in the Eastern Sierra that meets monthly. The ESSRP was formalized in 2018, motivated and inspired by management planning efforts of the USFS, and is in the process of formalizing its relationship with a regional joint powers authority, the ESCOG. Partners in the ESSRP represent over 17,000 square miles of California’s public landscape, including three California counties, Caltrans District 9, an incorporated city (Bishop, CA) and an incorporated town (Mammoth Lakes, CA), two regions and two units of the USFS, the regional field office of the Bureau of Land Management, six units of the NPS, and ongoing outreach and communications with numerous regional tribes. MLTPA maintains the ESSRP webpage, where member agencies and the public can find information about regional collaborations.



CONTACT

Lesley Yen
 Forest Supervisor
 Inyo National Forest
 351 Pacu Lane Suite 200
 Bishop, CA 93514-3101
 (760) 876-6200
 lesley.yen@usda.gov

Danna Stroud
 Governor’s Office of Business and Economic Development (GO-Biz)
 Regional Community-Based Solutions Manager
 1325 J St Suite 1800, Sacramento, CA 95814
 (877) 345-4633
 Danna.stroud@gobiz.ca.gov

RELEVANCE

- ✓ Agency coordination
- ✓ Recreational use impact mitigation
- ✓ Covers the BIRPI project area

05

Timeframe Flowchart

Project Schedule

This proposed schedule reflects the scope outlined in this proposal. The Alta team is flexible in our approach and looks forward to working with ESCOG to finalize the scope and schedule to meet the needs of the agency and project.



o6

Contact Information

Point-of-Contact



James Powell, PLA, ASLA

Principal-in-Charge

Direct: (213) 437.3336
jamespowell@altago.com

Alta Planning + Design, Inc.
617 W. 7th Street, #1103
Los Angeles, CA 90017
www.altago.com



COST PROPOSAL

Conceptual Recreation Planning Services for the Buttermilk Infrastructure and Planning Initiative

Eastern Sierra Council of Governments

FEBRUARY 1, 2023

PREPARED BY ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH
HELIX ENVIRONMENTAL PLANNING
THE MAMMOTH LAKES TRAILS AND PUBLIC ACCESS FOUNDATION

alta

Cost Proposal

Alta has prepared a proposed fee breakdown by task below. We are flexible in developing an allocation of work effort and budget that best meets the needs of ESCOG.

February 1, 2023

TASK	Alta Planning + Design, Inc.									MLTPA							HELIX		Total Task Hours	Total Task Fee
	Principal in Charge	Project Manager	Trails Advisor	Trail Planner	Trail Planner	Senior Designer	GIS Manager	Admin	Board President (volunteer)	Project Management Specialist	GIS Manager	Creative Director	Project Specialist	Technical Support	Operations Manager	Principal Planner	Principal Biologist			
	James Powell	Tim Bevins	Brian Burchfield	Cole Peiffer	Daniel Scheir	Zara Gomez	Kim Voros	Staff	John Wentworth	Kristy Williams	Andrew Mulford	Kiersten Puusemp	Rita Keil	Trevor VanWinkle	Kristen Gentilucci	Robert Edgerton	David Bise			
	2023 Hourly Rates*																			
Task 1 - Project Management	10	20	0	0	2	0	0	4	4	16	0	0	0	0	4	6	0	66	\$10,080	
1.1 Project Kickoff	2	4			2				2							2		12	\$2,060	
1.2 Project Management	8	16						4	2	16				4		4		54	\$8,020	
Task 2 - Conceptual Recreation Plan Development	40	72	10	26	93	40	4	0	40	56	56	0	56	36	0	16	12	557	\$71,406	
2.1 Data Collection, Analysis, and Mapping	16	16	4	8	40		4				40							128	\$18,280	
2.2 Stakeholder and Agency Facilitation	16	24			8				20	40			40	20				168	\$16,620	
2.3 Conceptual Recreation Plan Recommendations	8	32	6	18	45	40			20	16	16		16	16		16	12	261	\$36,506	
Task 3 - Trail Implementation	4	4	0	4	4	4	0	0	4	16	8	8	16	0	0	0	0	72	\$7,056	
3.1 Trail Implementation	4	4		4	4	4			4	16	8	8	16					72	\$7,056	
Task 4 - Signage Implementation	4	4	0	4	4	8	0	0	4	16	40	40	8	0	0	0	0	132	\$11,788	
4.1 Signage Implementation	4	4		4	4	8			4	16	40	40	8					132	\$11,788	
Task 5 - Parking and Dispersed Camping Implementation	4	16	4	0	20	0	0	0	4	4	8	8	8	0	0	0	0	76	\$9,616	
5.1 Parking and Dispersed Camping Implementation	4	16	4		20				4	4	8	8	8					76	\$9,616	
Task 6 - National Environmental Policy Act Compliance	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	16	9	31	\$7,465	
6.1 National Environmental Policy Act Compliance	2	4														16	9	31	\$7,465	
Staff Hours	64	120	14	34	123	52	4	4	56	108	112	56	88	36	4	38	21	934		
Labor Total	\$16,000	\$23,400	\$3,220	\$6,120	\$15,990	\$8,580	\$720	\$440	\$0	\$7,776	\$8,064	\$4,032	\$5,896	\$2,412	\$268	\$9,880	\$4,613		\$117,411	
Reimbursable Expenses and Travel																			\$5,000	
Community Based Organization/Volunteer Group Incentives																			\$5,000	
Total plus Expenses																			\$127,411	



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: **Master Challenge Cost Share Agreement between the Eastern Sierra Council of Governments and the USDA, Forest Service Inyo National Forest**

Meeting date: February 10, 2023

Prepared on: February 2, 2023

Attachments: A) Master Challenge Cost Share Agreement between the Eastern Sierra Council of Governments and the USDA, Forest Service Inyo National Forest

BACKGROUND/HISTORY:

ESCOG and Inyo National Forest staff have worked together to prepare the attached Master Challenge Cost Share Agreement (MCCSA), which formalizes the cooperative partnership between the Inyo National Forest and the ESCOG for conservation finance and planning efforts for work related to collaborative sustainable recreation and ecosystem management projects.

ANALYSIS:

The intent of MCCSA is to build a partnership with the ESCOG and better integrate regional efforts between local, state and Federal partners for the for the successful stewardship of public land resources in the Eastern Sierra and sustainable community and economic development for gateway communities to the Inyo National Forest. Specifically, the MCCSA creates a vehicle for the ESCOG and the Inyo National Forest to leverage Federal and non-federal funding opportunities to support mutual recreation and wildfire resilience projects. The agreement endeavors to add value to the region through increased revenues and recreation opportunities, as well as providing critical needs around recreation management and wildfire resiliency.

The MMCSA establishes the framework for future individual projects, which would be governed under separate supplemental project agreements. Nothing in the agreement obligates either party to offer or accept any project proposal and any additional projects added to this agreement must be by mutual consent of the parties through a specific Supplemental Project Agreement.

The specific responsibilities of the ESCOG include having legal authority to enter into the agreement, use of Forest Service vehicles for official Forest Service business, building and computer access, timely verbal and written communication on Forest Service proposals, identifying planning and environmental review needs for projects on non-federal lands, exploring funding to support wildfire resiliency and recreation projects, and frequent communication regarding staffing and budget for project implementation.

The responsibilities of the Inyo National Forest include timely verbal and written communication on ESCOG proposals, identifying planning and environmental review needs for projects on federal lands, exploring funding to support wildfire resiliency and recreation projects, and contribution of staff and financial resources on a project-specific basis in support of wildfire and forest resilience and the improvement of campgrounds, trails, and other recreation infrastructure on the Inyo National Forest.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board authorize staff to execute the Master Challenge Cost Share Agreement between the Eastern Sierra Council of Governments and the USDA, Forest Service Inyo National Forest.



FS Agreement No. _____

Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
EASTERN SIERRA COUNCIL OF GOVERNMENTS
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Eastern Sierra Council of Governments, hereinafter referred to as “ESCOG,” and the USDA, Forest Service, Inyo National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority of: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154

Background: The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the Town of Mammoth Lakes, the City of Bishop, Inyo County, and Mono County. The ESCOG is empowered to work across jurisdictional boundaries on recreation and forest management projects important to the region by the Sustainable Recreation and Ecosystem Management Program, as well as the Community Economic Resiliency Fund Pilot Program which were both adopted by the resolution of all four member agencies. This resolution recognizes the essential connection of public lands to the sustainable recreation and sustainable tourism activities that are the foundation of the cultures and economies of the Eastern Sierra Region. It also recognizes the growing threat posed by both wildfires and decaying recreation infrastructure to Eastern Sierra communities and their economic dependence on public lands recreation.

Title: Eastern Sierra Communities Wildfire Resilience and Outdoor Recreation Infrastructure Improvement

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to further conservation finance and planning efforts consistent with the Inyo National Forest and the ESCOG's Sustainable Recreation and Ecosystem Management Program in accordance with the following provisions and any incorporated supplemental project agreements.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:



It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The ESCOG is empowered to pursue funding to further the work that is important to the local recreation economy and security of the Eastern Sierra Region which is comprised of 95% public lands, including nearly all the Inyo National Forest lands. The Inyo National Forest is supporting the ESCOG for its capacity to further the mission of the Inyo National Forest and bring in non-federal funding and added value to the region through increased revenues and recreation opportunities, as well as providing critical needs around recreation management. The Inyo National Forest is invested in establishing an informed partnership with the ESCOG, and in better integrating regional efforts between local, state, and Federal partners for the successful stewardship of public land resources in the Eastern Sierra and sustainable community and economic development for gateway communities to the Inyo National Forest.

In consideration of the above premises, the parties agree as follows:

III. ESCOG SHALL:

- A. LEGAL AUTHORITY. The ESCOG shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The ESCOG may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. The ESCOG staff or contractor will regularly coordinate and meet with the Inyo National Forest staff officers or other leadership team members to provide the support identified in the Scope of Work for individual supplemental agreements nested under this Master Challenge Cost Share Agreement.



- E. Provide timely verbal acknowledgment and then written responses to Inyo National Forest proposals within 30 days.
- F. For projects that are on non-federal lands, identify the requisite project planning and processing steps, including environmental review, and advise and coordinate with the Inyo National Forest as appropriate.
- G. Explore funding opportunities to support and enhance wildfire and forest resilience and recreation infrastructure that benefit the residents of the region.
- H. The ESCOG recognizes the dynamic nature of forest resilience and recreation planning projects and shall work as a partner to the Inyo National Forest, to adapt the work scope as necessary to meet changing priorities. Early communications between partners about the anticipated scope and schedule changes will help to ensure staffing, and budget needs are commensurate with any work scope changes and that both parties agree in advance on any adjustments to the budget to cover any future project management services.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide timely verbal acknowledgment and then written responses to ESCOG proposals within 30 days.
- B. For projects that are on federal lands, identify the requisite project planning and processing steps, including environmental review, and advise and coordinate with the ESCOG as appropriate.
- C. Explore funding opportunities to support and enhance wildfire and forest resilience and recreation infrastructure that benefit the residents of the region.
- D. As resources will allow, contribute staff time, financial and other resources on a project-specific basis in support of wildfire and forest resilience and the improvement of campgrounds, trails, and other recreation infrastructure on the Inyo National Forest.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
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Name: Elaine Kabala Address: Eastern Sierra Council of Governments c/o Town of Mammoth Lakes P.O. Box 1609 City, State, Zip: Mammoth Lakes, CA 93646 Telephone: 323-652-0390 FAX: Email: ekabala@escog.ca.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:
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Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Adam Barnett Address: 351 Pacu Lane, Suite 200 City, State, Zip: Bishop, CA 93514 Telephone: 760-920-8104 FAX: Email: adam.barnett@usda.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the ESCOG are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the ESCOG, at the ESCOG's address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the ESCOG from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the ESCOG's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the ESCOG's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the ESCOG to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The ESCOG agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the ESCOG hereby willingly agree(s) to assume these responsibilities.
- Further, the ESCOG shall provide any necessary training to the ESCOG's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The ESCOG shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. The ESCOG shall comply with all applicable Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, regulations, and policies. These include but are not limited to Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the bases of race, color and national origin; Title IX of the Education Amendments of 1972 which prohibits discrimination based on sex in educational programs and activities; Age Discrimination Act of 1975, as amended, prohibiting age discrimination; and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of disability.



L. ELIGIBLE WORKERS. The ESCOG shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The ESCOG shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this instrument.

M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The ESCOG shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The ESCOG shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The ESCOG shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The ESCOG shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The ESCOG shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The ESCOG shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

5. Advance Payments

When applicable, the ESCOG shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by the ESCOG must be expended within 30 days of receipt.

N. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The ESCOG shall apply the standards set forth in this Provision to account for program income earned under the agreement.



2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the ESCOG did not anticipate at the time of the award must be used to reduce the Federal agency and the ESCOG's contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, the ESCOG shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, the ESCOG shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an instrument. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

O. HEALTH & HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM (HHS PMS). The ESCOG identified for use of this payment system shall designate a financial institution or an authorized payment agent through which a direct deposit may be made in accordance with current HHS PMS system requirements. The Albuquerque Service Center is responsible for soliciting initial enrollment in the HHS PMS. **Any questions concerning payments should be addressed to the Albuquerque Service Center at (877) 372-7248.** Please ask for the Grants and Agreements Payments section. Any subsequent changes to banking information are made by the ESCOG through the HHS PMS. The HHS sub-account number(s) for this Agreement is/are:

HHS SUB-ACCOUNT	AMOUNT
G	\$
G	\$

P. OVERPAYMENT. Any funds paid to the ESCOG in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the ESCOG to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or



- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the ESCOG.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- Q. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the ESCOG, authorized for use for a new agreement by the ESCOG, or waived by the ESCOG. A DUNS number and registration in the Central Contractor Registry (CCR) by the ESCOG may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the ESCOG.
- R. INSTRUMENT CLOSEOUT. The ESCOG shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the ESCOG must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this instrument, all financial performance and related reports required by the terms of the instrument must be submitted to the U.S. Forest Service by the ESCOG.

If this instrument is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. PROGRAM PERFORMANCE REPORTS. The ESCOG shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.



- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The ESCOG shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the ESCOG's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The ESCOG shall retain all records pertinent to this instrument for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The ESCOG shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The ESCOG shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The ESCOG is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Inyo National Forest of the U.S. Forest Service, Department of Agriculture ."



The ESCOG may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The ESCOG is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- W. IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this instrument entitles the ESCOG to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the ESCOG's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The ESCOG must maintain cost and price analysis documentation for potential U.S. Forest Service review. The ESCOG is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

- Y. GOVERNMENT-FURNISHED PROPERTY. The ESCOG may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The ESCOG shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, the ESCOG shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or the ESCOG is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the ESCOG's managerial personnel. The ESCOG's managerial personnel, in this clause, means the ESCOG's directors, officers, managers, superintendents, or equivalent representatives



who have supervision or direction of all or substantially all of the ESCOG's business; all or substantially all of the ESCOG's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. The ESCOG shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The ESCOG shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. The ESCOG shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants & Agreements Specialist, the ESCOG shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.
- Z. COLLABORATION. The U.S. Forest Service and the ESCOG may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the ESCOG's participation in the project.
- AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The ESCOG shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The ESCOG shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

- CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the ESCOG materially fail(s) to comply with any term of the instrument, whether stated in a Federal statute or regulation, an assurance, the agreement, or elsewhere, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the ESCOG or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current instrument for the the ESCOG's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.
- DD. TERMINATION BY MUTUAL AGREEMENT. This instrument may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the ESCOG agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by the ESCOG to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the ESCOG shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the ESCOG for the United States Federal share of the non-cancelable obligations properly incurred by the ESCOG up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



- EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- FF. DEBARMENT AND SUSPENSION. The ESCOG shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the ESCOG or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- GG. COPYRIGHTING. The ESCOG is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by the ESCOG under this agreement.
- Any right of copyright to which the ESCOG purchase(s) ownership with any federal contributions.

- HH. PUBLICATION SALE. The ESCOG may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.
- II. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Attachment A



JJ. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through April 30th, 2033 at which time it will expire.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

Date

LESLEY YEN, Forest Supervisor
U.S. Forest Service, Inyo National Forest
Date

The authority and format of this instrument have been reviewed and approved for signature.

Date
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Attachment A



USDA, Forest Service

OMB 0596-0217
FS-1500-10A



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Executive Director
Subject: **Eastern Sierra Sustainable Recreation Partnership Memorandum of Understanding**
Meeting date: February 10, 2023
Prepared on: February 2, 2023
Attachments: A) Eastern Sierra Sustainable Recreation Partnership Memorandum of Understanding

BACKGROUND/HISTORY:

The Eastern Sierra Sustainable Recreation Partnership (ESSRP) is a unique "public/public" partnership formed to encourage collaboration among local Eastern Sierra governments, state agencies, federal agencies, other public entities and sovereign tribes. Current participants in the ESSRP include local, state, federal, and tribal land managers, represents 17,000 square miles of California's landscape, including Inyo, Mono, and Alpine counties, the City of Bishop, the Town of Mammoth Lakes, two regions and two units of the U.S. Forest Service, the Bureau of Land Management, six units of the National Park Service, Caltrans District 9, and regional tribes. The parties participate in monthly information sharing meetings.

The ESSRP is currently administered through a Non-funded Challenge Cost Share Agreement between the Town of Mammoth Lakes, Mono County, the Inyo National Forest, and the Humboldt-Toiyabe National Forest which is set to expire in June of 2023. The ESSRP is currently unfunded and is staffed by the Mammoth Lakes Trails and Public Access Foundation (MLTPA).

ANALYSIS:

The purpose of the ESSRP Memorandum of Understanding (ESSRP MOU) is to formalize the relationship between the parties of the ESSRP to work cooperatively on mutually beneficial plans, programs, and projects that improve public services, infrastructure, and natural and cultural resources in the Counties of Alpine, Inyo, and Mono (Eastern Sierra). Potential projects include:

- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);
- Maintenance and staffing of visitor centers;
- Existing "hard infrastructure" including bathrooms, pavement maintenance, water, sewer, other buildings;
- Existing "soft infrastructure" including trail maintenance, signage, campground service;

- New soft and hard infrastructure as described above;
- New trails and facility planning and construction;
- Local government recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning, including environmental review.

The ESSRP MOU also incorporates projects identified in the ESCOG Sustainable Recreation and Ecosystem Management Program (SREMP) as follows: “Activities that seek to integrate responsible ecosystem management, natural resources conservation, sustainable outdoor recreation, visitor management, inter-agency information sharing, and economic development using the best available science and in such a way as to strengthen and inspire all communities in the Eastern Sierra in their pursuits of resilience and sustainability through the functional alignment of partner agencies in pursuit of identified projects.”

The ESSRP MOU identifies the following responsibilities particular to the ESCOG:

- “2.12. - Particular Responsibilities of the ESCOG. The ESCOG will endeavor, upon approval and/or direction by its Board and the Boards of its four member agencies and with consideration of its available capacity, to leverage its position as a regional entity to pursue funding opportunities that may not be accessible to other PARTIES whose jurisdiction is limited to one specific national park, national forest, city, etc. ESCOG will also attempt to pursue funding opportunities that are related to the SREMP or any future programs that may be authorized by the ESCOG Board and all member agencies.

The MOU is non-binding and requires no financial commitments from any party.

BUDGET IMPACTS:

None.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law. The ESCOG is empowered to enter into the MOU under the authorities of the ESCOG SREMP established pursuant to ESCOG Resolution No. 20-03.

RECOMMENDATION:

Staff recommends that the Board review and discuss the ESSRP MOU and provide feedback to staff for modification, if desired. If no modifications are desired, staff requests the Board authorized the Chair to execute the ESSRP MOU.

ESSRP MOU

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the PARTIES who have executed this MOU. Each entity who executes this MOU as shown in Attachment A is a “PARTY” to this MOU and all such entities are considered “PARTIES” to this MOU.

RECITALS

- A. The Eastern Sierra Sustainable Recreation Partnership (ESSRP) is a unique partnership formed to encourage collaboration among local Eastern Sierra governments, state agencies, federal agencies, other public entities and sovereign tribes. Current and potential future participants in the ESSRP include but are not limited to: the City of Bishop and the Town of Mammoth Lakes, California municipal corporations; the Los Angeles Department of Water and Power, a municipal utility; the Counties of Alpine, Inyo, and Mono, political subdivisions of the State of California; the California Department of Transportation (Caltrans) and the California Department of Parks and Recreation, departments within the State of California, the Eastern Sierra Council of Governments (ESCOG), a California joint powers authority; and the National Park Service (NPS) at Death Valley National Park, Sequoia & Kings Canyon National Parks, Yosemite National Park, Devils Postpile National Monument, Manzanar National Historic Site, the Bureau of Land Management (BLM), and the United States Forest Service (USFS) at Inyo National Forest and Humboldt-Toiyabe National Forest, federal agencies.
- B. On July 18, 2017, the Mono County Board of Supervisors and the Mammoth Lakes Town Council held a joint meeting to initiate the ESSRP.
- C. On July 19, 2018, the Town of Mammoth Lakes, Mono County, USFS Inyo National Forest, and USFS Humboldt-Toiyabe National Forest entered into a Non-Funded Challenge Cost Share Agreement (Cost Sharing Agreement). The Cost Sharing Agreement sets forth the ESSRP goals, including the creation of healthy forests and watersheds, fire-safe communities, and sustainable local economies. The Cost Sharing Agreement intends to reduce duplication of efforts and harness the expertise of employees of all parties thereto, as well as maximize cash and non-cash contributions leading to joint accomplishment of work. This MOU intends to extend the understanding between the four parties to the Cost Sharing Agreement to all of the ESSRP PARTIES.
- D. On August 20, 2019, Alpine County voted to join the ESSRP, on September 9, 2019, the City of Bishop voted to join the ESSRP, and on October 8, 2019, Inyo County voted to join the ESSRP.
- E. The BLM, Caltrans, Los Angeles Department of Water and Power, and the National Park Service have also been actively engaged in the ESSRP partnership.
- F. The ESSRP has formed an ESSRP subcommittee to conduct tribal outreach and coordination.
- G. PARTIES intend to memorialize their agreement and intentions with this MOU.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the PARTIES agree as follows:

AGREEMENT

1. PURPOSE

- 1.1 Environmentally sustainable recreation in the Eastern Sierra. The purpose of this MOU is to document the PARTIES' desire to work cooperatively on mutually beneficial plans, programs, and projects that improve public services, infrastructure, and natural and cultural resources in the Counties of Alpine, Inyo, and Mono (Eastern Sierra). The PARTIES intend to: design, plan, implement, and promote projects to improve and maintain recreational opportunities; restore ecosystems to their natural resiliency and functions; cooperatively perform projects, maximize resources, reduce redundancies; increase transparency between and with stakeholders; improve programs, public services, infrastructure and support sustainable management of natural resources and the protection of cultural resources; implement a sustainable recreation program and infrastructure; and create fire-safe communities.
- 1.2 Opportunities. The PARTIES intend to establish their mutual goals, purposes, and opportunities so PARTIES can share resources, staff, and otherwise work together to improve recreation and preservation in the Eastern Sierra through grants and other funding sources, including but not limited to the following:
- a. Proposition 68 funding for SRTI. On March 7, 2019, the Sierra Nevada Conservancy's Governing Board demonstrated a pioneering commitment to rural California's outdoor recreation economy and natural resources by authorizing Proposition 68 funding for the Sustainable Recreation and Tourism Initiative (SRTI), a project to benefit the Conservancy's eastern subregion, including Inyo, Mono, and Alpine counties. The initiative focused on four key endeavors: regional recreation stakeholder engagement, climate adaptation and resilience, the connection to the Eastern Sierra visitor audience, and project prioritization and implementation.
 - b. NPS resources to improve public lands experience in Eastern California. On November 22, 2019, the NPS Rivers, Trails and Conservation Assistance Program initiated a project to convene, facilitate and report on a gathering of the superintendents of NPS units from Death Valley National Park, Devils Postpile National Monument, Manzanar National Historic Site, Sequoia & Kings Canyon National Parks, and Yosemite National Park to determine their willingness, either as individual units or as a group, to join the Eastern Sierra Sustainable Recreation Partnership and to work with local communities to benefit America's public-lands experience in Eastern California.
 - c. Sierra Nevada Conservancy funding for ecosystem health and fire resiliency. On January 30, 2020, the Regional Forest and Fire Capacity Program (RFFCP) for the Sierra Nevada Conservancy – an agency of the State of California -- authorized \$179,300 in California Climate Investments (CCI) funds for work in Mono, Inyo and Alpine Counties to develop a regional priority plan to improve ecosystem health and fire resiliency and build capacity and provide technical assistance consistent with recommendations of the

California Forest Carbon Plan, of which the foremost regional priority project, the "Eastern Sierra Climate and Communities Resilience Project" is already underway.

- d. Sierra Nevada Conservancy funding for forest health and fuel reduction. On March 5, 2020 and in recognition of the escalating hazard that wildfire poses to mountain communities and their associated economic dependence on recreational opportunities, the Sierra Nevada Conservancy authorized \$339,534 of Forest Health Proposition 1 and Proposition 68 funds for "The Eastern Sierra Climate and Communities Resilience Project", an early and proactive planning effort encompassing approximately 55,000 acres on Inyo National Forest lands surrounding the Town of Mammoth Lakes in Mono and Madera counties that will foster stakeholder involvement, define project goals and objectives, identify long term needs for success at this scale, develop proposed actions, and build support for a landscape-scale planning and implementation project that will result in forest health and fuels reduction treatments across the project's 55,000-acre planning area, thereby prioritizing forest health as a fundamental component of sustainable recreation in the region.
- e. U.S. Endowment for Forestry and Communities funding to increase resilience of National Forests and surrounding lands, including campground upgrades in the Eastern Sierra. On May 18, 2020, the U.S. Endowment for Forestry and Communities and the National Forest Foundation awarded \$150,000 for the "Inyo National Forest (California/Nevada) Campgrounds Business Plan," one of ten national awards to support the development of finance models as part of the "Innovative Finance for National Forests Grant Program" that seeks to leverage private sector capital to support resilience of the National Forest System and surrounding lands which, in collaboration with Quantified Ventures, will develop a business plan that evaluates needs for campgrounds, identifies potential sources of funding through cost-sharing partnerships, and proposes finance options to address an estimated \$70 million funding gap for Forest Service campground upgrades in California's recreation-rich Eastern Sierra.
- f. National Parks funds for maintenance. On August 4, 2020, the Great American Outdoors Act (GAOA) was signed into law, which will "...establish, fund, and provide for the use of amounts in a National Parks and Public Land Legacy Restoration Fund to address the maintenance backlog of the National Park Service, the United States Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and the Bureau of Indian Education, and to provide permanent, dedicated funding for the Land and Water Conservation Fund, and for other purposes... ."
- g. State and Federal cooperation for a range of environmental and recreation uses in the Eastern Sierra. On August 12, 2020, the State of California and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, entered into an "Agreement for Shared Stewardship of California's Forests and Rangelands," citing multiple mutual benefits including specifically healthy forests and sustainable recreation that are interdependent interests of the Eastern Sierra, including: "...healthy forests will improve climate resilience and reduce the risk of catastrophic wildfire,

safeguard water quality and air quality, protect fish and wildlife habitat, enhance biological diversity, sequester carbon, improve recreational opportunities, and generate good jobs and economic opportunities.”

- h. ESCOG awarded grant for environmental planning beginning with the Eastern Sierra Climate & Communities Resilience Project. In late June 2021, the Eastern Sierra Council of Governments, a joint powers agency, received a \$3.3 million dollar grant from CDFW to establish a locally staffed environmental planning team in the eastern Sierra. The project, also known as the “Eastern Sierra Pace & Scale Accelerator,” aims to double environmental planning capacity in the region beginning with the region’s first landscape scale forest restoration project on the Inyo, the Eastern Sierra Climate & Communities Resilience Project, a 55,000-acre forest restoration project designed to first and foremost protect the Town of Mammoth Lakes, as well as the surrounding forest ecosystems on which many livelihoods depend. Once National Environmental Policy Act compliance has been completed on that project, the team will be available to build a parallel program of work in partnership with the federal agencies to bolster much needed environmental planning across the region, beginning with the ESCOG’s Sustainable Recreation and Ecosystem Health Program (SREMP).

- 1.3 Cost Sharing Agreement can terminate. The Cost Sharing Agreement is set to terminate June 30, 2023. The parties to that Cost Sharing Agreement are also anticipated to be PARTIES to this more broadly applicable MOU and may choose to terminate the Cost Sharing Agreement earlier upon the Effective Date of this MOU.
- 1.4 Potential Projects. PARTIES seek to coordinate and undertake projects in the Eastern Sierra, including but not limited to those identified through the ESSRP Priority Development (Development) described in the Cost Sharing Agreement, and projects included in the ESCOG’s SREMP established pursuant to ESCOG Resolution No. 20-03.

- a. Projects identified through the Development may include, but are not limited to, projects within the following focus areas:
- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);
 - Maintenance and staffing of visitor centers;
 - Existing "hard infrastructure" including bathrooms, pavement maintenance, water, sewer, other buildings;
 - Existing "soft infrastructure" including trail maintenance, signage, campground service;
 - New soft and hard infrastructure as described above;
 - New trails and facility planning and construction;
 - Local government recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
 - Project planning, including environmental review.

- b. Projects identified through the SREMP may include, but are not limited to: Activities that seek to integrate responsible ecosystem management, natural resources conservation, sustainable outdoor recreation, visitor management, inter-agency information sharing, and economic development using the best available science and in such a way as to strengthen and inspire all communities in the Eastern Sierra in their pursuits of resilience and sustainability through the functional alignment of partner agencies in pursuit of identified projects.
- 1.5 Non-Exclusivity: This MOU is not exclusive; PARTIES remain able to enter into agreements with other entities, including with respect to projects on which PARTIES are engaged pursuant to this MOU, in ways that do not conflict with this MOU.

2. AGREEMENTS AND RESPONSIBILITIES

All PARTIES agree to undertake the following responsibilities in carrying out the objectives of this MOU:

- 2.1 Participation. Participate, to the extent feasible and consistent with PARTY resources and priorities, in regular ESSRP meetings, sharing pertinent information with the ESSRP Partnership, its workgroups, and individual members. Assist in and promote the achievement of the collective goals of the ESSRP. PARTIES may assign and/or change representatives to participate in ESSRP meetings, workgroups and projects on their behalf as needed.
- 2.2 Shared Resources. Share experience, expertise, and resources as a means of advancing the ESSRP's common interests and conduct activities collaboratively approved by the ESSRP.
- 2.3 Comply with Applicable Law. Comply with all applicable federal, state, or local laws applicable to any action or approval taken pursuant to this MOU.
- 2.3 Project Inventory. If any projects are permitted, authorized, or funded by a PARTY pursuant to this MOU, that PARTY shall maintain an inventory of work for regular review by all PARTIES that includes: title; location; funding; leads; status; and timelines.
- 2.4 Point of Contact. Designate an employee to serve as a single point of contact for this MOU, as shown in the Section 6.9 notice provisions below. PARTIES may change their point of contact as needed.
- 2.5 Assurance regarding Felony Conviction or Tax Delinquent Status for Corporate Entities. This MOU is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this MOU, PARTIES acknowledge that they: 1) do not have a tax delinquency, meaning that they are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on their behalf convicted) of a felony criminal violation under any Federal law within 24

months preceding the MOU, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If PARTIES fail to comply with these provisions, the USFS will annul this MOU and may recover any funds PARTIES have expended in violation of sections 433 and 434.

- 2.6 No Federal Employees. PARTIES except BLM, USFS, and NPS agree that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as PARTIES hereby willingly agree to assume these responsibilities. PARTIES shall provide any necessary training to their employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. PARTIES shall also supervise and direct the work of their employees, volunteers, and participants performing under this MOU.
- 2.7 Eligible Workers. PARTIES shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). PARTIES shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this MOU.
- 2.8 Nondiscrimination. PARTIES will not discriminate in programs and activities pursuant to this MOU on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program.
- 2.9 Access. PARTIES may be granted access to federal facilities and/or computer systems to accomplish work performed pursuant to this MOU, in accordance with individual agency policies and regulations. All PARTIES may be required to have individual background checks, complete mandatory security training, sign individual agreements, and sign applicable statements of responsibilities before being allowed access to networked federal computers and unescorted access to federal buildings. Notwithstanding the foregoing, nothing in this MOU requires any federal agency to grant any PARTY access to any federal facility or computer system; each federal PARTY shall decide, in accordance with individual agency policies and regulations, whether and under what conditions to grant such access.
- 2.10 Use for Government Property. To the extent the NPS, BLM and/or USFS furnish federal government property to other PARTIES for use related to this MOU, including but not limited to federal government vehicles, such PARTIES may only use such property for performing tasks assigned pursuant to this MOU. PARTIES shall not modify, cannibalize, or make alterations to such property. Property will be tracked in accordance with owner/agency policies. Each PARTY shall retain title to all of its furnished property.
- 2.11 Liability for Government Property. PARTIES shall take all reasonable actions necessary to protect property from further loss, damage, destruction, or theft. PARTIES shall separate the damaged and undamaged property and place all the affected property in the best possible order. PARTIES shall do nothing to prejudice a PARTY's rights to recover against third parties for any loss, damage,

destruction, or theft of property. PARTIES shall not be liable for loss, damage, destruction, or theft of property furnished or acquired under this MOU, except when any one of the following applies:

- a. The risk is covered by insurance or a PARTY is otherwise reimbursed (to the extent of such insurance or reimbursement).
- b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of PARTY's managerial personnel. PARTY's managerial personnel, in this provision, means PARTY's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of PARTY's activities; all or substantially all of PARTY's operation at any one plant or separate location; or a separate and complete major industrial operation.

2.12 Particular Responsibilities of the ESCOG. The ESCOG will endeavor, upon approval and/or direction by its Board and the Boards of its four member agencies and with consideration of its available capacity, to leverage its position as a regional entity to pursue funding opportunities that may not be accessible to other PARTIES whose jurisdiction is limited to one specific national park, national forest, city, etc. ESCOG will also attempt to pursue funding opportunities that are related to the SREMP or any future programs that may be authorized by the ESCOG Board and all member agencies.

3. ADDITIONAL COMMITMENTS BY PARTIES

In addition to the foregoing responsibilities undertaken by all PARTIES, the individual PARTIES may undertake additional commitments in furtherance of the ESSRP goals and the purposes of this MOU.

4. CONTENT REVIEW AND ACKNOWLEDGEMENTS

PARTIES will coordinate on any publications, electronic media, and other public content developed as a result of this MOU.

- 4.1 Acknowledgment. PARTIES will acknowledge other PARTIES' support in any publications, audio, visual, and electronic media developed as a result of this MOU.
- 4.2 Permission. PARTIES will obtain written permission from other PARTIES for use of any logos and insignia and other intellectual property on any published materials and media, such as Web pages, printed publications, or audio, visual, or electronic production.
- 4.3 Review & Approval. PARTIES will submit materials that are intended for public distribution and that refer to other PARTIES, or to the ESSRP or associated agreements, to the other PARTIES for advance review and approval to ensure information is accurate, does not commit any PARTY to an inappropriate action or funding, and does not lead to false expectations or misrepresents another PARTY. Materials that require advance review and approval include, but are not limited to: Donation solicitation materials, website information, press releases, and brochures where the material references the relationship(s) to the ESSRP or other PARTIES.

- a. Exemptions from Advance Review. Internal communications within the PARTIES are not subject to this review.
- b. Standard Language. The PARTIES may develop standard language that does not require approval beyond the initial approval.
- c. Time for Review. Where standard language has not been developed, the PARTIES will use best efforts to review, approve, or deny approval for materials subject to this Section 4.3 within 10 business days of receipt. Each PARTY agrees that failure on its part to review, approve, or deny approval for such materials within 10 business days of receipt will serve as an automatic approval of the proposed materials.

5. PUBLIC RECORDS & RETENTION

- 5.1 Public Records. PARTIES acknowledge that records shared with other PARTIES pursuant to this MOU may be subject to disclosure by another PARTY pursuant to the federal Freedom of Information Act (FOIA), California Public Records Act (PRA), or local public records laws. Tribal or culturally sensitive information, and other records, may be exempt pursuant to the applicable law.
- 5.2 Retention. PARTIES shall retain all records pertinent to this MOU for a period of no less than 3 years from the expiration or termination date of the MOU. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. PARTIES shall provide each other access and the right to examine all records related to this MOU. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

6. TERMS

- 6.1 Non-Binding. The PARTIES agree to work in good faith to fulfill the objectives of this MOU. Nothing in this MOU will be construed as obligating a PARTY to expend funds or create any legally binding or enforceable obligations on the part of any PARTY collaborating in the ESSRP.
- 6.2 Modifications. Modifications to this MOU must be made by mutual consent of the PARTIES by the issuance of a written modification signed and dated by all PARTIES. Requests for modification should be made in writing at least 30 days prior to the implementation of the requested change and become effective upon the last signature by any PARTY.
- 6.3 Entire Agreement. This MOU constitutes the entire understanding among the PARTIES with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the PARTIES with respect to the subject matter hereof, whether oral or written.

6.4 Effective Date. This MOU shall become effective as of the date that Town of Mammoth Lakes, Mono County, USFS Inyo National Forest and USFS Humboldt-Toiyabe National Forest have all executed this MOU. Additional PARTIES may join the MOU before or after the Effective Date in accordance with Section 6.10.

6.5 Termination. This MOU has no set termination date. Any PARTY may resign from this MOU without cause by providing at least 30 days written notice to the other PARTIES. PARTIES may terminate this MOU by written agreement of all PARTIES.

6.6 Non-Fiduciary Relationship. It is expressly understood and agreed that the PARTIES' obligations hereunder are not fiduciary in nature.

6.7 Counterparts. This MOU may be executed simultaneously or in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

6.8 Authority. The PARTIES warrant and represent that they have the power and authority to enter into this MOU and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this MOU have been fully complied with.

6.9 Notices. All notices shall be sent to each PARTY Point of Contact identified in Attachment A hereto. Any Party may change its

6.10 Additional PARTIES. Additional PARTIES may join this MOU by executing a signature page for inclusion in Attachment A.

IN WITNESS WHEREOF, this MOU has been entered into by and between the PARTIES set forth in Attachment A hereto.

ATTACHMENT A

Signature Pages for PARTIES

[This is a template page to be completed and executed by each PARTY]

[PARTY Name, a [entity type]]

Executed as of _____ [date].

By: _____

Name: _____

Its: _____

ATTEST: [Delete if not required]

By: _____

Name: _____

Its: _____

APPROVAL AS TO FORM: [delete if not required]

By: _____

Name: _____

Its: _____

POINT OF CONTACT FOR ALL NOTICES:

[Name]

[Mailing Address]

[Email Address]

[Telephone]