



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

**Friday, May 6, 2022, 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 Dan Totheroh - Vice Chair, City of Bishop Councilmember Karen Schwartz,  
Mono County Supervisor Stacy Corless, Mono County Supervisor Bob Gardner,  
Inyo County Supervisor Jeff Griffiths, City of Bishop Councilmember Jim Ellis,  
Town of Mammoth Lakes Councilmember Lynda Salcido

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 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](http://www.escog.ca.gov) subject to staff's ability to post the documents before the meeting.

NOTE: This will be a Zoom meeting and will be conducted pursuant to the provisions of Assembly Bill 361 (AB 361) which amends certain requirements of the Ralph M. Brown Act. It is strongly encouraged that you watch this meeting on the Town of Mammoth Lakes' (TOML) website at [www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov), 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](mailto: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>

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

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS**

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

**4. POLICY MATTERS**

**4.1. 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**

**4.2. Award Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Sciences for the Provision of National Environmental Policy Act Services for the Eastern Sierra Pace and Scale Accelerator**

**4.3. Consideration of an Agreement with the National Fish and Wildlife Foundation for the Buttermilk Infrastructure and Recreation Planning Initiative**

**5. ADJOURNMENT**

The ESCOG will adjourn to the next regular meeting scheduled to be held on June 10, 2022.



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

**STAFF REPORT**

**To:** ESCOG Joint Powers Authority  
**From:** Grace Chuchla, ESCOG Counsel  
**Subject:** Consideration of a resolution regarding virtual meetings for the protection of public health pursuant to AB 361  
**Meeting date:** May 6, 2022  
**Prepared on:** May 2, 2022  
**Attachments:** 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

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**BACKGROUND/HISTORY:**

Since March 2020, legislative bodies in California have been permitted to meet virtually without following certain requirements of the Brown Act due to an executive order from Governor Newsom. That executive order expires on September 30, 2021, and in its place, the Governor has signed AB 361, which modifies the Brown Act in a manner to permit continued virtual meetings in certain circumstances.

During the regular meeting held April 8, 2022 the ESCOG Board made certain findings by resolution that:

1. The Board has considered the circumstances of the state of emergency related to COVID-19 and declared by Governor Newsom.
2. The Board finds that the above-mentioned state of emergency directly impacts the ability of ESCOG to meet safely in person because in person meetings, particularly with the public present, increase the likelihood that COVID-19 will be transmitted throughout the community.
3. Local officials—specifically the Health Officers of Inyo and Mono Counties—continue to recommend measures to promote social distancing.

The Board agreed to meet at least every 30 days to make findings to continue virtual meetings as appropriate.

**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 adopt a resolution regarding virtual meetings for the protection of public health pursuant to AB 361.

**RESOLUTION NO. 2022-\_\_\_\_**

**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**

**WHEREAS**, the COVID-19 pandemic continues to threaten the health and safety of communities within ESCOG’s jurisdiction since its inception in March 2020; and

**WHEREAS**, Governor Newsom has declared a state of emergency related to the COVID-19 pandemic; and

**WHEREAS**, the Health Officers for Inyo and Mono Counties have recommended social distancing and continued virtual meetings as a means to limit the spread of COVID-19, particularly the highly contagious Delta variant. These recommendations are attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of ESCOG that

1. The Board has considered the circumstances of the state of emergency related to COVID-19 and declared by Governor Newsom.
2. The Board finds that the above-mentioned state of emergency directly impacts the ability of ESCOG to meet safely in person because in person meetings, particularly with the public present, increase the likelihood that COVID-19 will be transmitted throughout the community.
3. Local officials—specifically the Health Officers of Inyo and Mono Counties—continue to recommend measures to promote social distancing.

**PASSED AND ADOPTED** 6th day of May, 2022 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: \_\_\_\_\_

Secretary

\_\_\_\_\_

John Wentworth  
Chairperson



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



**HEALTH & HUMAN SERVICES DEPARTMENT**

*Public Health, Suite 203-C  
1360 N. Main Street, Bishop CA 93514  
TEL: (760) 873-7868 FAX: (760) 873-7800*

**Marilyn Mann, Director**  
*mmann@inyocounty.us*

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Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson  
Inyo County Health Officer



## STAFF REPORT

**To:** ESCOG Joint Powers Authority

**From:** Elaine Kabala, ESCOG Staff

**Subject:** Award Eastern Sierra Pace and Scale Accelerator Environmental Planning Services Contract

**Meeting date:** May 6, 2022

**Prepared on:** May 2, 2022

**Attachments:** A) 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

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### **BACKGROUND/HISTORY:**

The Eastern Sierra Council of Governments (ESCOG) was awarded a California Department of Fish and Wildlife (CDFW) Proposition 1 grant on June 15, 2021 in the amount of \$3,384,269 for the Eastern Sierra Pace and Scale Accelerator project under authority of the Sustainable Recreation and Ecosystem Management Accelerator (SREMP). The Eastern Sierra Pace and Scale Program aims to increase local capacity for environmental planning in the Eastern Sierra by investing in dedicated professionals to build a locally based workforce in the area of environmental planning. The pilot project for development local environmental planning capacity to be funded by the grant is the Eastern Sierra Climate & Communities Resilience Project (ESCCRP), which is a landscape level restoration and fuels treatment project in the Mammoth Lakes area.

On February 19, 2022, the ESCOG noticed a Request for Proposals (RFP) to provide National Environmental Policy Act services for the Eastern Sierra Pace and Scale Accelerator. The ESCOG received two proposals: one from the Whitebark Institute, in partnership with Panorama Consulting and the Great Basin Institute, and the other from Cardno (now Stantec).

The ESCOG consultant selection subcommittee, consisting of ESCOG Board members and three Inyo National Forest staff with expertise pertinent to the project, scored the



proposals and conducted interviews with the responding consultants. Following the interviews, the ESCOG consultant selection subcommittee made a unanimous recommendation to award the contract to the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of National Environmental Policy Act Services for the Eastern Sierra Pace and Scale Accelerator for an amount not-to-exceed \$2,100,903.20.

The awarded budget for NEPA Environmental Planning under the Eastern Sierra Pace and Scale Accelerator grant is \$2,511,375.08. The cost proposal provided by The Whitebark Institute is within the available budget awarded by the grant.

### **DISCUSSION:**

The decision of the selection subcommittee was based on The Whitebark Institute's qualifications to provide the necessary NEPA Environmental Planning Services, and moreover, their more comprehensive understanding of the original intent of the Eastern Sierra Pace and Scale Accelerator project to build capacity based in the Eastern Sierra to address long standing capacity issues on the Inyo National Forest. Both consultants were deemed to have sufficient support and knowledge to complete the NEPA, particularly by partnering with other qualified environmental planning firms to fill specialty roles as needed. It was the opinion of the scoring subcommittee that Cardno (now Stantec) could not fulfill the fundamental intent of the Eastern Sierra Pace and Scale Accelerator project to establish local environmental planning capacity in partnership with the Inyo National Forest beyond the immediate work of the Eastern Sierra Climate & Communities Resilience Project.

The text that follows includes what was originally proposed to CDFW in ESCOG's grant application and is now part of the grant agreement: "The purpose of the Eastern Sierra Pace & Scale Accelerator is to facilitate environmental analyses for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP), a landscape-scale forest restoration project. Existing conventional approaches to environmental review are not working in this region. The United States Forest Service (USFS) does not anticipate having adequate personnel to complete environmental review for the ESCCRP. In order to keep pace with current and growing needs forest wide, this project was developed. Furthermore, contracting with large out-of-area environmental consulting firms is prohibitively expensive, puts additional burdens on the agency, often yields sub-par NEPA documents, and further slows the pace of projects due to exhaustive fundraising required. The Eastern Sierra Pace & Scale Accelerator will work to overcome these obstacles by working to build the local capacity to accomplish the environmental compliance. This project will create an Interdisciplinary Team (IDT) that will conduct third party NEPA for the ESCCRP. The ESCCRP and the IDT are key components that address both forest restoration pace and scale needs of the eastern Sierra."

The scoring subcommittee unanimously agreed that The Whitebark Institute demonstrated a greater commitment to building long-term local capacity and establishing a partnership with the Inyo National Forest. For example, during interviews, when asked about recruiting and building a local workforce capable of

providing environmental consulting services both now and in the future, the Whitebark Institute explained that having their staff located in the Eastern Sierra for this project would allow for more frequent, on-site collaboration with the INF interdisciplinary team leading to the type of long-term third party NEPA efficiencies hoped to be gained by the Accelerator project. On the other hand, the scoring subcommittee felt that Cardno/Stantec's approach to this issue was to bring in new and temporary staff from outside the Eastern Sierra communities represented by the ESCOG for this project. Although Cardno/Stantec has established a Bishop-based address, the project lead would only be available at that location once per month, and the project would otherwise be staffed by persons located outside the area. The Whitebark Institute's investment in building a local workforce would build efficiencies to be gained over time as the Whitebark team gains added experience and builds trust with the agency, a fundamental component of The Accelerator concept as proposed to CDFW.

**BUDGET IMPACTS:**

The awarded budget for NEPA Environmental Planning under the Eastern Sierra Pace and Scale Accelerator grant is \$2,511,375.08. The cost proposal provided by The Whitebark Institute is within the available budget awarded by the grant.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Staff requests the ESCOG Board approve and authorize staff to execute the Agreement between the Eastern Sierra Council of Governments and the Whitebark Institute of Interdisciplinary Environmental Services for the Provision of National Environmental Policy Act Services for the Eastern Sierra Pace and Scale Accelerator for an amount not-to-exceed \$2,100,903.20.

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE  
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES  
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN  
SIERRA PACE AND SCALE ACCELERATOR**

**INTRODUCTION**

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for National Environmental Policy Act services for the Eastern Sierra Pace and Scale Accelerator of The Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark Institute) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from June 1, 2022, to June 30, 2025, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. Contractor will only be reimbursed for travel and per diem expenses as specified in Exhibit B, not to exceed what is specified in the Cost Proposal which Contractor incurs in providing services and work requested by ESCOG under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by ESCOG to Contractor for services and work performed under this Agreement shall not exceed Two Million One Hundred Thousand Nine Hundred and Three Dollars and Twenty Cents (\$2,100,903.20) (hereinafter

## Attachment A

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

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

F. **Federal and State taxes.**

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

## Attachment A

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

### **7. ESCOG PROPERTY.**

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

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

### **8. INSURANCE.**

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

### **9. STATUS OF CONTRACTOR.**

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

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

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

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

### **10. DEFENSE AND INDEMNIFICATION.**

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

### **11. RECORDS AND AUDIT.**

## Attachment A

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

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

### **12. NONDISCRIMINATION.**

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

### **13. CANCELLATION.**

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

### **14. ASSIGNMENT.**

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

### **15. USE OF SUBCONTRACTOR(S).**

If Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Contractor shall submit any subcontracts to ESCOG;
- b. The Agreement between the primary Contractor and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, ESCOG shall be notified immediately, in writing.
- e. Contractor shall ensure that any subcontract entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

### **16. POTENTIAL SUBCONTRACTOR(S).**

Nothing contained in this Agreement or otherwise shall create any contractual relation between ESCOG, and any subcontractor(s) and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to ESCOG for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for

## Attachment A

the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractor(s) is an independent obligation from ESCOG's obligation to make payments to Contractor. As a result, ESCOG shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

### **17. DEFAULT.**

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

### **18. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

### **19. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESCOG. Any disclosure of confidential information by Contractor without ESCOG's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

### **20. CONFLICTS.**

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

### **21. POST AGREEMENT COVENANT.**

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

### **22. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

Attachment A

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. FUNDING LIMITATION.**

The ability of ESCOG to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESCOG has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**24. AMENDMENT.**

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

**25. NOTICE.**

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

ESCOG  
Elaine Kabala, Executive Director  
PO Box 1609  
Mammoth Lakes, CA 93514

Contractor:  
Holly Alpert, Executive Director  
3577 Majestic Way  
Bishop, CA 93514

**26. ENTIRE AGREEMENT.**

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

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Attachment A

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

**ESCOG**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

John Wentworth, Chair

Holly Alpert, Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Counsel for ESCOG

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
ESCOG Fiscal Services

**ATTACHMENT A**

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND  
THE WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES  
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES  
FOR THE EASTERN SIERRA PACE AND SCALE ACCELERATOR**

**TERM:**

**FROM May 10, 2022 TO June 30, 2025**

**SCOPE OF WORK:**

The project for which this work is contracted has two main objectives: (1) create an environmental planning team based within the region served by ESCOG and (2) conduct environmental review of the highest-priority lands (about 10,000 acres) of the Eastern Sierra Climate and Communities Resilience Project under the authority and direction of the Inyo National Forest.

Whitebark will work under the direction of the ESCCRP Project Manager, already retained by the ESCOG, to create the Interdisciplinary Team (IDT) and conduct the National Environmental Policy Act (NEPA) analyses for the draft proposed action attached to the ESCOG's RFP of February 17, 2022. Whitebark acknowledges the partnership between the ESCOG and the Inyo National Forest (INF) and will develop an IDT that contributes to that partnership and ESCOG's *Eastern Sierra Pace & Scale Accelerator* project funded by the California Department of Fish and Wildlife. Whitebark's new IDT will work in concert with the Inyo National Forest's internal IDT and other Forest Service staff to conduct the environmental analyses for the project described by the INF's ESCCRP draft proposed action. Whitebark acknowledges that the draft proposed action is subject to change and will be flexible in adjusting the work of the IDT to such changes. Whitebark also acknowledges that the Inyo National Forest, through a contract with the Spatial Informatics Group, will identify the highest-priority lands (about 10,000 acres) that the NEPA analyses will apply to before the beginning of the 2022 field work.

Whitebark will work under the authority of the INF to conduct all necessary environmental surveys, studies, and analyses for NEPA compliance using the condition-based planning approach described in the draft proposed action attached to the ESCOG's RFP of February 17, 2022. Whitebark will conduct resource studies such as botany, archaeology, wildlife habitat, recreation, soils, and hydrology assessments sufficient to meet the grant requirements as described in Tasks 1 through 5 outlined in the ESCOG's RFP of February 17, 2022 (Attachment D). Such studies will be conducted in cooperation with and under the direction of the INF's IDT. Whitebark will use the data and information gathered to recommend project design features or proposed action modifications or alternatives. Whitebark agrees to provide the discrete deliverables described by Tasks 1 through 5 of Attachment D, unless alternative or additional environmental studies are specified and agreed to by ESCOG and the INF IDT to satisfy all NEPA requirements and deliverables of the CDFW Prop 1 Eastern Sierra Pace and Scale Accelerator Grant agreement.

Whitebark will provide facilitation of stakeholder group public engagement, scoping, and comment period. The NEPA compliance documents produced by Whitebark will be available throughout the contract period for review by the INF IDT and staff officers and ultimately for a decision by the INF Responsible Official. Whitebark anticipates subcontracts with Panorama Environmental, Inc., Great Basin Institute, and Spatial Informatics Group to accomplish the NEPA analyses.

## Attachment A

At the outset of this contract, the INF, ESCOG, and Whitebark expect that an Environmental Assessment will be adequate for this project. However, the INF Responsible Official will determine if an Environmental Impact Statement (EIS) is required. If a Finding of No Significant Impact (FONSI) cannot be completed under an Environmental Assessment, and an EIS is required, any necessary additional work will be procured outside the scope of this contract. Whitebark will work with the INF to finalize all NEPA compliance documents and facilitate the public participation and notification process for the final decision.

Whitebark, in association with the INF IDT, will recommend additional baseline monitoring requirements beyond the already established monitoring described in the INF Land Management Plan. Whitebark will work with the Project Manager and INF partners to maximize the learning opportunity the ESCCRP provides through monitoring plan development. Whitebark will work with the INF to determine how standard monitoring covers the project area and then develop a monitoring plan that will include but is not limited to:

- Identify established protocols and monitoring efforts by partners, adjacent landowners, and collaborating agencies.
- Work with USFS to implement Monitoring Guidance.
- Ensure the monitoring developed is within the technical, financial, and staffing capability of the USFS and partners.
- Develop performance measures to be included with Monitoring Plan.

Whitebark will work with the Project Manager to evaluate CEQA planning needs for the project area if the current SB-901 exemption for NEPA-ready Federal land is not expected to remain in effect in the State of California. This task will include assessing CEQA planning costs for the entire federally owned project area in order to ensure the project is eligible for State funding to implement. Specific CEQA planning tasks include are but are not limited to:

- Identification of appropriate Lead Agency
- Draft work scope for appropriate CEQA compliance
- Draft budget for CEQA compliance

Upon identification of the appropriate work scope, budget and timeline, the ESCOG may request additional CEQA planning services if budgets permit.

The ESCOG and Whitebark anticipate that this scope of work may be modified during the summer of 2022 after the INF's proposed action is updated, the high-priority lands to be evaluated under this contract are geographically identified, and the IDTs of the INF and Whitebark have begun to work together and have identified respective tasks and responsibilities.


## ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE  
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES  
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN  
SIERRA PACE AND SCALE ACCELERATOR**

## TERM:

FROM: June 1, 2022 TO: June 30, 2025

## SCHEDULE OF FEES:

 Tasks	Project Administration & IDT Lead Hours	Senior NEPA Planners & Advisors Hours	Resource Specialist Hours	Field Crew Hours	Outreach, GIS, Technical Writing Hours	Labor Costs
Scope of Work Development/Finalization	150	10	480	80	50	\$ 62,150.00
Public Scoping	240	30	0	0	250	\$ 44,650.00
Finalize Analysis Area and Proposed Action (Issue & Alternative Development)	220	50	550	9000	60	\$ 520,200.00
Specialist Reports and Implementation Plan Draft	620	310	1860	80	430	\$ 292,850.00
Complete Analysis and Implementation Plan	130	10	200	0	90	\$ 36,100.00
30-day comment period	110	0	0	0	140	\$ 20,200.00
Editing the EA and Draft Decision Notice	270	190	780	9000	170	\$ 567,550.00
Objection Period	60	0	0	0	60	\$ 9,800.00
Objection Review Period	40	0	0	0	80	\$ 9,800.00
Finalize Decision Notice (and edit EA as necessary)	180	210	0	0	180	\$ 43,800.00
CEQA Planning Assessment	250	20	0	0	0	\$ 25,000.00
Project Administration	2480	80	0	0	0	\$ 156,400.00
<b>Labor Total</b>	<b>4750</b>	<b>900</b>	<b>3870</b>	<b>18160</b>	<b>1510</b>	<b>\$ 1,788,500.00</b>
General Operating Expenses						\$ 121,412.00
Indirect (10%)						\$ 190,991.20
<b>Total Proposal Cost</b>						<b>\$2,100,903.20</b>

Attachment A

**ATTACHMENT C**

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE  
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES  
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN  
SIERRA PACE AND SCALE ACCELERATOR**

**TERM:**

**FROM: June 1, 2022 TO: June 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. ESCOG, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, ESCOG requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ESCOG.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

## **Attachment C: Insurance Requirements**

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects ESCOG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ESCOG, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to ESCOG.

#### **Waiver of Subrogation**

Contractor hereby grants to ESCOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against ESCOG by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ESCOG has received a waiver of subrogation endorsement from the insurer.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by ESCOG. ESCOG may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or ESCOG.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ESCOG.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

## **Attachment C: Insurance Requirements**

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Contractor shall furnish ESCOG with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to ESCOG before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. ESCOG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that ESCOG is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

ESCOG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Attachment A

**ATTACHMENT D**

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE  
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES  
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN  
SIERRA PACE AND SCALE ACCELERATOR**

**TERM:**

**FROM: June 1, 2022 TO: June 30, 2025**

**REQUEST FOR PROPOSALS TO PROVIDE NATIONAL ENVIRONMENTAL POLICY ACT SERVICES  
FOR THE EASTERN SIERRA PACE AND SCALE ACCELERATOR**



**EASTERN SIERRA COUNCIL OF GOVERNMENTS  
Joint Powers Authority**

**Request for Proposals to Provide National Environmental Policy Act Services  
for the Eastern Sierra Pace and Scale Accelerator**

**Proposal deadline:** Monday, March 21, 2022 by 5pm

**Proposal Questions:** Any questions regarding the RFP must be submitted to [ekabala@escog.ca.gov](mailto:ekabala@escog.ca.gov) no later than March 11, 2022.

**Requesting Organization:** Eastern Sierra Council of Governments  
Contact: Elaine Kabala, Executive Director, [ekabala@escog.ca.gov](mailto:ekabala@escog.ca.gov)

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## Overview

The Eastern Sierra Council of Governments (ESCOG), on behalf of the Inyo National Forest, intends to contract a qualified consultant to provide comprehensive National Environmental Protection Act (NEPA) environmental planning services for its Sustainable Recreation and Ecosystem Management Program (SREMP) beginning with its top priority project, the 56,000 acre [Eastern Sierra Climate & Communities Resilience Project](#) (ESCCRP). Centered around the Town of Mammoth Lakes, the recreation hub of the Eastern Sierra, with severely declining forest health, and millions of dollars of built infrastructure and natural ecosystem values at risk, the project requires NEPA compliance services.

The selected consultant will be responsible for two distinct deliverables: 1) staffing and managing a full interdisciplinary team (IDT) as described below, capable of conducting the necessary studies and environmental analysis for required environmental compliance on Federal USFS lands, resulting in a Federal Decision for the ESCCRP; 2) conducting surveys needed on 10,000 priority acres to prepare them for immediate implementation pending completion of the NEPA decision. The ESCOG desires to establish one contract with a single consultant for all services requested in this RFP, therefore the onus is on the applicant to sub-contract any subset of services the applicant cannot meet internally.

Environmental planning capacity shortages in the eastern Sierra have burdened the region for decades and the ESCOG's ***Eastern Sierra Pace & Scale Accelerator*** grant award is aimed at holistically solving this persistent issue in the region. Upon identification of the ideal candidate, the desire of the ESCOG is to establish a professional relationship with this third-party IDT, in an attempt to build long-overdue environmental planning capacity in the Eastern Sierra. It is the ESCOG's intent that this IDT will be available for other future SREMP projects and will help to address growing pace and scale needs in the region.

The successful consultant will work closely under the direction of the Project Manager, already retained by the ESCOG, to oversee the comprehensive work scope for this phase of project planning. The investment by the ESCOG and the INF in this partnership is designed to better align the consultant early in the planning process with agency priorities and local land management needs, resulting in NEPA documents that better serve USFS needs. The team ultimately built from this grant will serve as the foundation for the ESCOG's ***Eastern Sierra Pace & Scale Accelerator*** grant awarded by the California Department of Fish and Wildlife, under the Managing Headwaters for Multiple Benefits priority.

## ESCCRP NEPA Planning Approach

The NEPA analysis for the project area will describe site-specific management activities using a condition-based approach. A condition-based approach prescribes actions to be taken under specific conditions to achieve particular outcomes. Condition-based proposals typically include a set of management prescriptions/treatments, resource protection measures, and constraints that instruct forest managers where to apply different treatments depending on the conditions they find on the ground at the time of the survey work completed prior to the project's implementation.

NEPA analysis using condition-based management must be specific enough to address issues associated with the project proposed actions (Exhibit A ) and satisfy NEPA's site-specificity requirements. A condition-based approach does not mean that site-specific analyses are not completed. However, it does mean that there may be less geographically precise information available for analysis than a smaller project. The area requiring NEPA is relatively large, and the entire project area cannot feasibly be surveyed before a decision is made. The necessary surveys are planned to be completed prior to the implementation of any treatment units. The environmental analysis would identify resources that would need surveys before implementation, and those resources that have sufficient information at the time of the analysis and would not need further surveys.

One decision will be made for the entire project area, and that decision will allow for some flexibility, depending on conditions within each treatment area. All of the options for treatment, as outlined in the proposed actions (Exhibit A) will be analyzed in the NEPA analysis. A summary of the proposed actions is provided below.

To meet the project's purpose and need, the Inyo National Forest proposes to restore forest structure and composition by reducing tree densities and fuel loading, increasing stand structural heterogeneity, and enhancing forest resilience and diversity across approximately 56,000 acres:

- Jeffrey pine, Dry Mixed Conifer, Red fir, and Lodgepole pine fuel reduction and forest restoration, including live and dead tree cutting and removal of large hazardous fuel loads from the forest floor.
- Aspen and meadow restoration including tree cutting and removal of large hazardous fuels from riparian channels, aspen stands, and meadows.
- Remove encroaching conifers from sage brush to improve sage grouse habitat
- Hand labor and/or mechanized equipment will be utilized where effective and appropriate to implement these proposed actions.
- Existing and activity generated biomass will be piled to be burned in some cases or in others chipped.
- The removal of material may also occur through sales, instead of piling, such as, but not limited to timber, biomass, or fuelwood sales.
- Some treatment units may have activity generated materials left on the forest floor or in log decks for public fuelwood gathering. These areas would implement special considerations to ensure public safety and accessibility such as flush cutting stumps and removing snags

### Priority Surveys

An initial prioritization effort is underway with ESCCRP stakeholders that will identify the first 10,000 acres on which top priority surveys will be included under this work scope. Maps of these 10,000 high priority acres will be available prior to starting work on this contract but are not available at the time of the circulation of this RFP. The consultant can assume that these priority acres will total at minimum

10,000 acres, which is the minimum acres of surveys required under the CDFW grant agreement. Travel time to these priority areas is expected to be within close proximity to the Town of Mammoth Lakes and will not exceed a 20 min drive (one way). General project maps are available for applicant orientation through the project webpage linked throughout this document.

Subsequent areas to be treated, after the 10,000 highest priority acres identified in this work scope, will be prioritized using a science-based framework agreed to by the ESCCRP stakeholders. Once the NEPA decision is finalized, the surveys and implementation will be phased based on the agreed-upon prioritization framework. Ongoing monitoring of the outcomes of each treatment area, combined with adaptive management, will allow for adjusting future treatments accordingly.

The successful consultant will be selected through a competitive Request for Proposals (RFP) process. The period of performance will not surpass March 1, 2025, and the consultant will be expected to meet predetermined grant timelines for deliverables described below.

### **Eastern Sierra Pace & Scale Accelerator: Background**

Declining forest health across the West, coupled with a rapidly intensifying wildfire trajectory fueled by climate change, have continued to underscore the imperative need for increased pace and scale of proactive vegetation management treatments across public and private land. The Eastern Sierra Pace and Scale Accelerator will conduct environmental analyses for a landscape-scale forest restoration project through creation of a locally based Interdisciplinary Team (IDT) that will conduct third-party NEPA for the ESCCRP and be available for similar environmental services on projects in the future. The new IDT will carry out all steps required to arrive at appropriate decision documents for NEPA. Together, the environmental review of the landscape-scale project and the new IDT are key components that begin to address forest restoration pace and scale needs of the eastern Sierra. The IDT is expected to coalesce to fulfill the NEPA requirements for the ESCCRP landscape-scale forest restoration project; however, the ESCOG intends for the IDT to establish local workforce and relationships necessary with the Inyo National Forest to facilitate third-party NEPA planning and project permitting into the future.

### **PACE: Interdisciplinary Team Development**

The Inyo National Forest (INF) is disproportionately disadvantaged when it comes to environmental planning on its approximately two million acres. With only one interdisciplinary team (IDT) for the entire forest, as opposed to neighboring forests with one IDT per district, the Inyo has long struggled to keep pace with environmental planning needs. Shifting budgets of federal resources toward fire suppression in conjunction with overall budget reductions have further curtailed the ability of the Inyo National Forest to respond effectively to the need for forest restoration at a scale commensurate with the values at risk.

The Eastern Sierra Council of Governments (ESCOG) recognizes that present pace and scale needs related to fire resilience and ecosystem health alone far outweigh the capacity of any single entity in the Eastern Sierra, and long overdue sustainable recreation planning, another important regional need, have also gone unfulfilled. Following the 2020 fire season, four non-profit organizations joined forces to request the ESCOG support a program of work to enhance forest health and sustainable recreation in the eastern Sierra. Dubbed the Sustainable Recreation & Management Program (SREMP), the resolution combines two funded programs in the eastern Sierra, the Sustainable Recreation and Tourism Initiative (SRTI), and the Regional Forest and Fire Capacity Program (RFFCP). Both programs are positioned to

yield project pipelines specific to their cause, all in need of environmental compliance work. This grant application is the first in the ESCOG's new SREMP program and will help harness the regional momentum and solve a fundamental need for environmental planning services in the region.

### SCALE: Eastern Sierra Climate & Communities Resilience Project

The [Eastern Sierra Climate & Communities Resilience Project](#) (ESCCRP) is a 56,000-acre forest restoration project that aims to promote resilient landscapes, support fire adapted communities, and provide for safer and more effective emergency response. Awarded preplanning funds by the Sierra Nevada Conservancy in 2020, the ESCCRP recognizes irreplaceable ecosystem services are at risk in this important landscape. The project also addresses California's current wildfire trajectory and aims to intercept it, thereby safeguarding priceless ecosystem services and the communities that depend on them. The ESCCRP will restore resilience to the overstocked forest landscapes of two key headwater basins, the Upper Owens River and the Middle Fork San Joaquin River, an essential first step toward protecting the valuable resources in these headwaters.

### Contract Scope

The Eastern Sierra Council of Governments (ESCOG) intends to contract a qualified consulting team to establish a locally based ID Team that will work in partnership with the Inyo National Forest to complete third party NEPA to the standards and approvals required by the US Forest Service, focusing on the Eastern Sierra Climate and Communities Resiliency Project (ESCCRP).

In addition to standard expectations for a qualified Environmental Planning Consulting Team, including specialized expertise to complete all required NEPA studies and assessments, the ideal candidate will be familiar with the eastern Sierra ecosystems and natural resource management, have a working relationship with key partners and stakeholders – the Inyo National Forest in particular and be familiar with the ESCCRP, as well as other project objectives of the ESCOG Sustainable Recreation and Ecosystem Management Program (SREMP). The Environmental Planning Team shall also be responsible for facilitating public outreach and input, as is customary in the NEPA scoping process.

The desired qualifications for the Environmental Planning Team are described below:

#### Desired Qualifications Environmental Planning Consulting Team

- Demonstrated NEPA/CEQA planning knowledge and experience
- Experience leading programs and teams to accomplish environmental planning
- Strong knowledge of Eastern Sierra ecosystems and natural resource management issues
- Experience with landscape scale forest restoration projects such as the Eastern Sierra Climate and Communities Resiliency Project (ESCCRP)
- Proven commitment to building capacity in Eastern Sierra communities to improve natural resource management
- Experience with forest/watershed restoration planning, and implementation
- Strong working relationship with USFS and the Inyo National Forest
- Public meeting facilitation
- Ability to interpret scientific data to draft technical reports
- \*Qualified specialist expertise in each of the following areas:
  - Botany

- Archeology
- Wildlife Biology
- Fisheries
- Public lands recreation
- Hydrology
- Soil science
- GIS mapping and data analysis
- Monitoring plan development

\* Specialties in air quality and forestry (silviculture/fire and fuels) will be provided by the Inyo National Forest. The ESCOG is not seeking services in those two disciplines from the consultant. However, the consultant will be required to work closely with USFS Staff to ensure timely completion of tasks associated with those specialties as they pertain to the NEPA planning process.

## Activities and Project Deliverables

### Surveys and Permits

The Environmental Planning consultant will work under the Authority of the USFS to schedule and conduct all necessary environmental surveys for NEPA compliance using the condition-based planning approach described in the Overview. The Environmental Planning consultant will determine applicable Inyo National Forest land and resource management plan components and review for compliance and development of project design features for all assessments and surveys to be conducted. The Environmental Planning consultant will use the data and research gathered to recommend project design features or proposed action modifications or alternatives.

### Task 1 - Botanical Assessment

The consultant shall complete a botanical assessment for the project area, which will include but is not limited to:

- Review known information about at-risk species habitat;
- Conduct vegetation mapping, biological surveys, and habitat assessments in priority areas;
- Prepare a Summary Survey Report and GIS-based maps;
- Prepare a Draft Analysis of At-risk Plants including habitat evaluation; and
- Prepare a Weed Risk Assessment Report and determine weed spread mitigations.

### Task 2 - Archaeological Assessment

The consultant shall complete an archaeological assessment for the project area, with permissions and permits from the USFS and other agencies as needed, which will include but is not limited to:

- Surveying priority areas that do not have existing up-to-date records. Record sites utilizing “Historic Property Recording Specifications”;
- Recording all newly discovered prehistoric, ethnographic, and historical heritage resources encountered within and directly adjacent to the project area(s);
- Re-recording or supplementing existing site records as needed based on discrepancies, alterations and impacts observed;
- Recording all heritage resource sites using State Historic Preservation Office site forms; and



- Using USFS Region 5 standards to record all site boundaries (resource-grade Global Positioning System (GPS)).

The consultant shall assign CA State Trinomial numbers for all sites in project area for inclusion in the Final Report. The Consultant shall complete Archaeological Project Effects Analysis Report. In-Situ Artifact Recording procedures will be followed during both inventory and site recording activities. The Consultant shall coordinate with the USFS who will consult with the State Historic Preservation Office (SHPO) for concurrence on eligibility and effects findings. The consultant shall submit proof of the completion of the Archaeological Assessment and the Archaeological Project Effects Analysis Report to the ESCOG.

### **Task 3 - Wildlife Habitat Assessment**

The consultant shall review known information about at-risk species habitat in the project area, conduct habitat mapping, wildlife surveys, and habitat assessments to the level necessary, and include State listed species as necessary preparation for CEQA. The consultant will consult with USFS who will consult with the US Fish and Wildlife Service to produce a Biological Opinion for species with Federal status.

The consultant will prepare the following information for submission for the CDFW Grant Manager Wildlife Habitat Assessment which will include but not limited to the following:

- Summary Survey Report and Geographic information System (GIS)-based maps.
- Draft Analysis of Species of Conservation Concern, which will include habitat evaluation
- A Draft Biological Assessment for species with Federal status, including threatened, endangered, or proposed threatened or endangered
- Biological Opinion

### **Task 4 - Recreation Assessment**

The consultant shall provide an analysis of recreational facilities and activities within the project area using existing GIS and other information. The consultant shall identify facilities and/or activities that have the potential for beneficial or adverse effects from wildfire as well as possible effects to the Project. The consultant shall provide a Recreation Assessment which will include but not limited to the Recreational Effects Analysis for the Project.

### **Task 5 – Hydrology & Soils Assessment**

Grantee will identify and map waterways, wetlands, meadows, springs, and other water features using GIS, field verifications, air photos, or other methods as needed. This will include: Delineating waterbody buffer zones using Lahontan Water Board definitions; Planning design features and proposed action mitigations or alternatives based on analysis findings. Grantee will submit to the CDFW Grant Manager the Hydrology & Soils Assessment which will include but not limited to:

- Delineate riparian conservation areas using GIS (using definitions in the Inyo National Forest land management plan)
- Review water bodies in analysis area to record any special designations (303d list, special status, designated Wild and Scenic Rivers)
- Determine applicable Inyo National Forest land and resource management plan components and review for compliance and development of project design features
- Complete Cumulative Watershed Effects analysis using the Equivalent Roaded Area method

- Prepare a Watershed Report that analyzes project effects to water quality, water temperature, stream morphology, soil erosion and productivity, incorporating the results of the previous bullets
- Prepare a Timber Waiver application and consult with the Lahontan Regional Water Quality Control Board.

#### Task 6 – Environmental Assessment, Conduct NEPA Scoping & Facilitate Decision Process

The consultant shall conduct all necessary actions to produce National Environmental Policy Act (NEPA) compliance documents for review and finalization by the United States Forest Service (USFS) Responsible Official. The consultant will provide facilitation of stakeholder group public engagement, scoping and comment period. The Consultant will work closely with the USFS to complete the appropriate environmental studies and analyses for the ESCCRP for adequate environmental review and public scoping. It is expected that an Environmental Assessment will be adequate for this project. However, the USFS Responsible Official will determine if an Environmental Impact Statement (EIS) is required. If a FONSI cannot be completed under an Environmental Assessment, and an EIS is required, any necessary additional work will be procured outside the scope of this project. The consultant will work with the USFS to finalize all NEPA compliance documents and facilitate the public participation and notification process for the final decision.

#### Task 7 – Monitoring Plan

The Consultant will lead the work to establish additional baseline monitoring requirements, in addition to the already established monitoring as described in the USFS Land Management Plan. The Consultant will work with the Project Manager and USFS partners to maximize the learning opportunity the ESCCRP provides through the Monitoring Plan development. The consultant will work with USFS to determine how the standard monitoring required covers the project area and develop a Monitoring Plan that will include but is not limited to:

- Identify established protocols and monitoring efforts by partners, adjacent landowners, and collaborating agencies.
- Work with USFS to implement Monitoring Guidance.
- Ensure the monitoring developed is within the technical, financial, and staffing capability of the USFS and partners.
- Develop performance measures to be included with Monitoring Plan.

The Consultant will work with the USFS to determine what additional monitoring specific to the ESCCRP will be required under the terms of the USFS Land Management Plan, to include the development of monitoring protocols and any other requirements necessary for a complete Monitoring Plan.

#### Task 8- CEQA Planning Assessment

The consultant will work with the Project Manager to evaluate CEQA planning needs for the project area if the current SB-901 exemption for NEPA ready Federal land is not expected to remain in effect in the State of California. This task will include assessing CEQA planning costs for the entire federally owned project area in order to ensure the project is eligible for State funding to implement. Specific CEQA planning task include are but are not limited to:

- Identification of appropriate Lead Agency
- Draft work scope for appropriate CEQA compliance

- Draft budget for CEQA compliance

Upon identification of the appropriate work scope, budget and timeline, the ESCOG may request additional CEQA planning services if budgets permit.

### Contract Deliverables and Timelines

The Consultant shall provide the following deliverables in accordance with the desired timeline from the Inyo National Forest:

Task	Due Date
Internal Scoping and Project Development	February 2022
Draft Proposed Action	March 2022
Contract review	April 2022
Scope of Work Development/Finalization	June 2022
Public Scoping	August 2022
Finalize Analysis Area and Proposed Action (Issue and Alternative Development)	October 2022
Specialist Reports and Implementation Plan Draft	January 2023
Complete Analysis and Implementation Plan	May 2023
30-day comment period	June 2023
Editing the EA and Draft DN	October 2023
Objection Period	November 2023
Objection Review Period	February 2023
Finalize DN (and edit EA as necessary)	April 2024
Expected Decision	May 2024

### Criteria for Competitive Applications

The evaluation criteria listed below will be used to evaluate proposals for the purpose of ranking them based on how fully each proposal meets the requirements of this RFP. Successful consultant may be asked to modify objectives, work plans, or budgets prior to final approval of the award.

1. **Understanding of the Scope of Work.** A statement demonstrating a thorough understanding of the ESCCRP, team building, personnel management, field surveys and data analysis, and appropriate assessments as required by NEPA. Providing technical expertise in completing environmental affects analysis and drafting NEPA supporting documents for Federal Agency review and approval. Preference will be given to consultants who are capable of building an IDT team workforce based in the eastern Sierra for future NEPA collaboration with the INF in alignment with the ESCOG’s Sustainable Recreation and Ecosystem Management Program.

Additional credit will be given to applicants involved with active environmental work programs in the Eastern Sierra. (25%)

2. **Technical Approach.** The proposed technical approach for fulfilling the scope of work must demonstrate familiarity with the ESCCRP, IDT team building in partnership with federal agencies, and proficiency in understanding the survey and analysis requirements of the NEPA process, and demonstration of successful management of complex projects with high levels of technical expertise required. (25%)

**Qualifications of Proposed Personnel.** The proposal should describe relevant professional experience in the following areas: (a) experience dealing with Federal, state, and local governmental agencies, as well as national and local organizations involved with NEPA, and experience completing surveys, analysis or other services in support of NEPA compliance for the Forest Service, if any; (b) an understanding of conducting NEPA generally, and preparing NEPA documents, specifically; (c) biographies including resumes and/or vitae of key staff and their potential role in your proposed work area. If consultant intends to hire these key staff as an outcome of this award, a succinct staffing plan complete with position descriptions seeking necessary specialists and/or letters of interest from prospective hires will be accepted in lieu of team resumes (20%)

**Contractor's Past Performance.** Preference will be given to those who have experience conducting NEPA compliance on Federal lands with experience writing resource reports for California forest ecosystems. The ideal applicant will be able to showcase its experience working cooperatively with the U.S. Forest Service and have examples of NEPA documentation that they have provided to previous clients. The proposal should include: (a) information on the principal investigator(s)'s past performance related to the NEPA technical expertise you will be offering; (b) list recent (last 2-5 years) accomplishments, events and previous services related to the NEPA technical expertise; (c) references including a list of three clients who have received services from your organization that is similar in nature to the proposed work; include names, postal and email addresses, and telephone numbers. (15%)

3. **Cost Proposal.** The cost proposal budget should be cost effective and should maximize the value for monies requested in the contractor's budget. Proposal costs should be presented in a 'time and materials, not to exceed' format. Proposal costs should be the minimum necessary to adequately achieve the stated scope of work. (15%)

### **Submission Requirements**

Submission requirements will include two distinct and separate documents: 1) Technical Proposal, and 2) Cost Proposal.

Interested parties will submit proposals via email to Elaine Kabala (ekabala@escog.ca.gov) and provide the information as described below:

1. Technical Proposal (6-page limit for entire Technical Proposal):
  - a. Narrative - Concise (6-page limit) description of the work plan to include the following sections from the Criteria for Competitive Applications:

- Understanding of the Scope of Work,
- Technical Approach,
- Qualifications of Proposed Personnel,
- The Contractor's Past Performance.
- Contact Information - Primary contact person, company name, address, phone, email, and website.

2. Cost Proposal: The Cost Proposal includes the proposal budget and budget justification.

Respondents may indicate that they consider any part of their proposal to be confidential and/or trade secret information by clearly stamping any pages that contain such information with the word "CONFIDENTIAL" in the header of that page. However, respondents must also be aware that, as a public agency, ESCOG is subject to the California Public Records Act, and by submitting a proposal to ESCOG, all parts of the proposal may become a public record that is subject to disclosure to any member of the public. Should ESCOG receive a Public Records Act request to disclose a proposal that contains allegedly confidential information, ESCOG will independently assess the respondent's assertion of a need for confidentiality to determine whether any part of the proposal can be withheld from disclosure.



Eastern Sierra Climate and Communities Resilience Project

Contact:

Stephen Calkins

[Stephen.calkins@usda.gov](mailto:Stephen.calkins@usda.gov)

760-965-9663

This preliminary document is a draft and is subject to change.

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## **Background**

The project area is located on approximately 55,000 acres of Inyo National Forest Land, surrounding the Town of Mammoth Lakes (TOML). These acres are primarily on the Mammoth Ranger District and partly on the Mono Lakes Ranger District. The project is bounded to the south by the John Muir Wilderness and to the west by the Ansel Adams Wilderness. The northern and eastern project boundaries are delineated by well-maintained roads such as Deadman Creek Road, Owens River Road, Claypit Cutoff, and other National Forest System Roads. The southeastern project boundary abuts Los Angeles Department of Water and Power land. Specific descriptions for the ecotypes encompassed by the project area precede their proposed actions. The project encompasses land ranging from historical pine plantations to unlogged Jeffrey pine forest, and from prescribe-fire burned forest to heavily fuel loaded and unburned forest.

## **Purpose and Need for Action**

Due to the effects of fire exclusion and past management on Inyo National Forest lands, forests have become over dense, possess continuous and elevated fuel loading, non-fire and drought resistant tree composition, and homogenized spatial structure. For most of the project area, these conditions are not in line with the stated Desired Conditions of the Land Management Plan for the Inyo National Forest (LMP, 2019) or within the historical range of variation. Higher than historically present tree densities increase competition for limited water resources leading to more severe drought stress and degraded forest health. Tree composition has become dominated by fire intolerant species reducing the short-term resistance and long-term resilience of the forests to fire. Surface and ladder fuels are also at a much higher density than historically was present creating the conditions for high severity crown fires. Specifically, forests surrounding the TOML currently have high forest densities and structures that make them susceptible to an uncharacteristically large, high-severity wildfire, drought stresses, and widespread bark beetle mortality, all of which pose a major risk to lives, property, natural resources, and the economic viability of the TOML and the Eastern Sierra Nevada.

Wildfire risk analysis in the LMP identified a high concentration of Community Wildfire Protection Zone (CWPZ) and General Wildfire Protection Zone (GWPZ) acres, 23,720 and 22,121 acres respectively, comprising 82% of the total project area. The CWPZ encompasses locations where communities, community assets, and private land could be at a very high risk of damage from wildfire where high fuel loadings exist and are in close proximity to the Forest boundary. Wildfires that start in this zone contribute more to potential loss of community values and assets than any other strategic fire management zone. The GWPZ identifies where conditions currently put some natural resource and/or community values at high risk of damage from wildfire. Wildfires in this zone will likely have negative effects on natural resources due to the degraded condition of forest ecosystems associated with the absence of several natural fire cycles. Although some wildfires that burn in the GWPZ can potentially benefit some natural resources, high negative impacts to many natural resources are more likely under most weather, fuel moisture, and other environmental conditions during the fire season. The abundance of acres

classified as CWPZ and GWPZ demonstrates the urgent need to create forest conditions for low to moderate fire severity around the TOML and within the project area through vegetation management.

The best available science published clearly demonstrates the need for a reduction in forest fuel loading and restoration of forest structure, composition, and diversity. Fires have become uncharacteristically large and severe and are projected to continue to do so without intervention. It also makes clear the beneficial effects forest treatments have on firefighting operations such as reducing flame lengths, fire spread rates, and erratic or explosive fire behavior.

There is an urgent need to treat these forests on an increased pace and scale to manage the current environment of large, high severity fires. A major objective of the LMP is to restore at least 20,000 acres of terrestrial ecosystems within the next 10 to 15 years of plan approval (TERR-FW-OBJ 01), particularly surrounding communities (MA-CWPZ-GOAL). This project marks a significant advance in bringing us closer to these objectives and Desired Conditions of the LMP. There is also a desire to utilize prescribed fire for forest management and restore fire as an essential ecosystem process (TERR-MONT-DC 02). The majority of the forest in the project area is severely departed from its historical fire regime and is experiencing decreased fire frequency because of aggressive fire suppression in combination with past forest management. This has led to denser, more uniform vegetation and an accumulation of high levels of hazardous fuels, and as such are not suitable for safe and effective prescribed fire entry. This densification and accumulation of fuels, especially in forests that historically burned frequently such as those found in the project area, promotes more severe and undesirable fire effects. Fuel reduction and forest structure management actions from this project are required to create safe conditions for reestablishing natural fire regimes and restoring fire-dependent forest ecosystems and biodiversity surrounding the TOML.

Forest thinning and fuel reduction will enable the protection of private and public assets; the safe and effective implementation of prescribed fire; the use of wildland fire for multiple resource benefits and not require immediate suppression; as well as improve forest health, restore habitats, and increase resiliency to insects, disease and wildfire. This will shift current vegetation conditions towards their Desired Conditions identified in the Inyo National Forest Land Management Plan.

## **Proposed Action**

To meet the project's purpose and need, the Inyo National Forest proposes to restore forest structure and composition by reducing tree densities and fuel loading, increasing stand structural heterogeneity, and enhancing forest resilience and diversity across approximately 55,000 acres:

- Jeffrey pine, Dry Mixed Conifer, Red fir, and Lodgepole pine fuel reduction and forest restoration, including live and dead tree cutting and removal of large hazardous fuels from the forest floor.

- Aspen and meadow restoration including tree cutting and removal of large hazardous fuels from riparian channels, aspen stands, and meadows.
- Remove encroaching conifers from sage brush to improve sage grouse habitat
- Hand labor and/or mechanized equipment will be utilized where effective and appropriate to implement these proposed actions.
- Existing and activity generated biomass will be piled to be burned in some cases or in others chipped.
- The removal of material may also occur through sales, instead of piling, such as, but not limited to timber, biomass, or fuelwood sales.
- Some treatment units may have activity generated materials left on the forest floor or in log decks for public fuelwood gathering. These areas would implement special considerations to ensure public safety and accessibility such as flush cutting stumps and removing snags.
- Whitebark pine restoration and/or enhancement treatments

The project area covers a diverse range of special management concerns and current conditions in addition to those listed. Maps presented below are only modeled estimates and require surveys and ground truthing to determine the actual conditions. Implementation of this project will follow the Decision Matrix after a determination of current conditions have been made. See Proposed Actions for more details including general forest proposed actions and specific proposed actions by emphasis area are outlined in further detail.

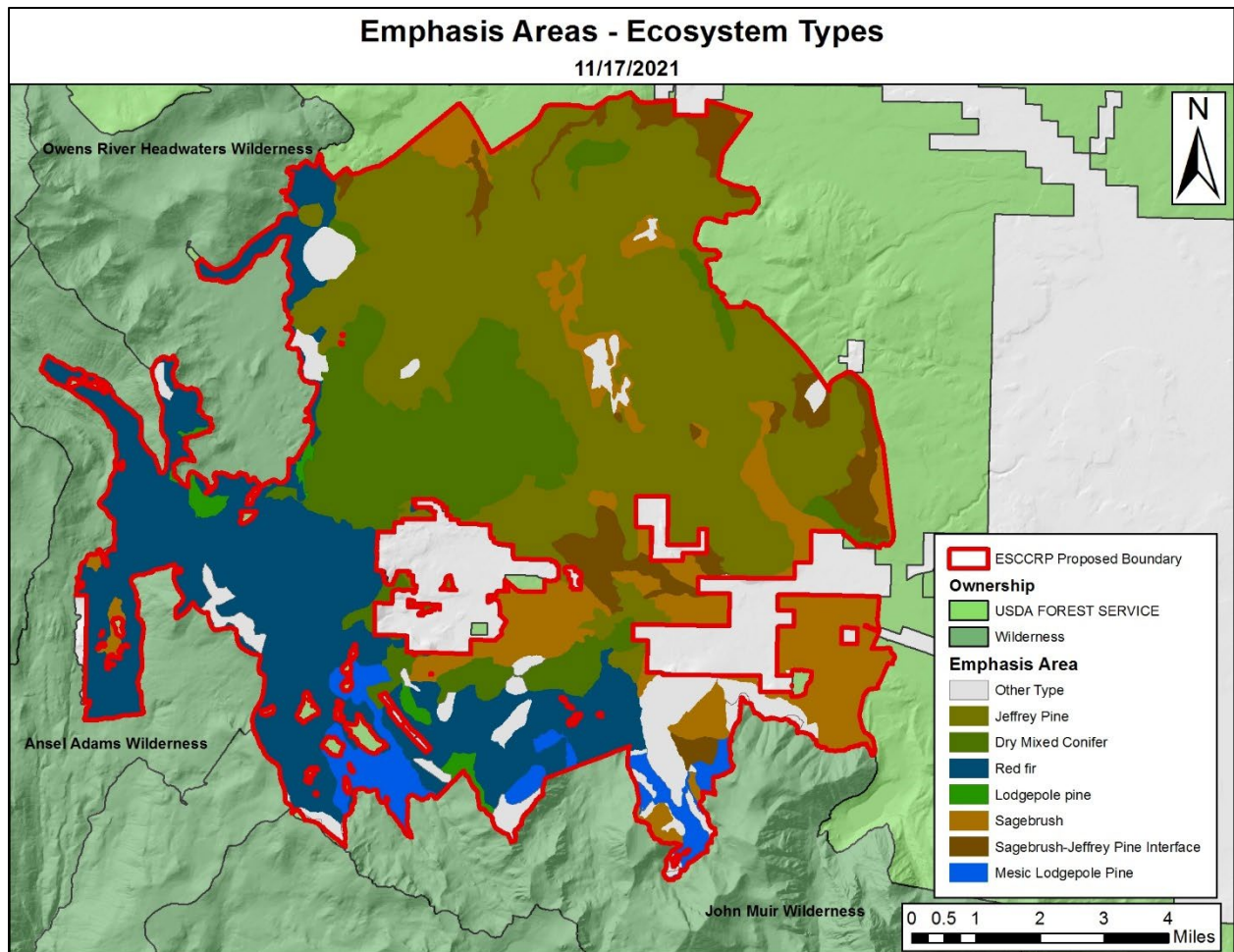


Figure 1 Major ecosystem types are delineated into Emphasis Areas for the project. The table below lists acreage by forest types displayed on the map.

TEUI Vegetation Type	Acres
Jeffrey Pine	20,609
Red fir	12,785
Dry Mixed Conifer	7,932
Sagebrush	6,473
Sagebrush-Jeffrey Pine Interface	2,670
Mesic Lodgepole	1,839
Lodgepole pine	508
Other Type	3,226

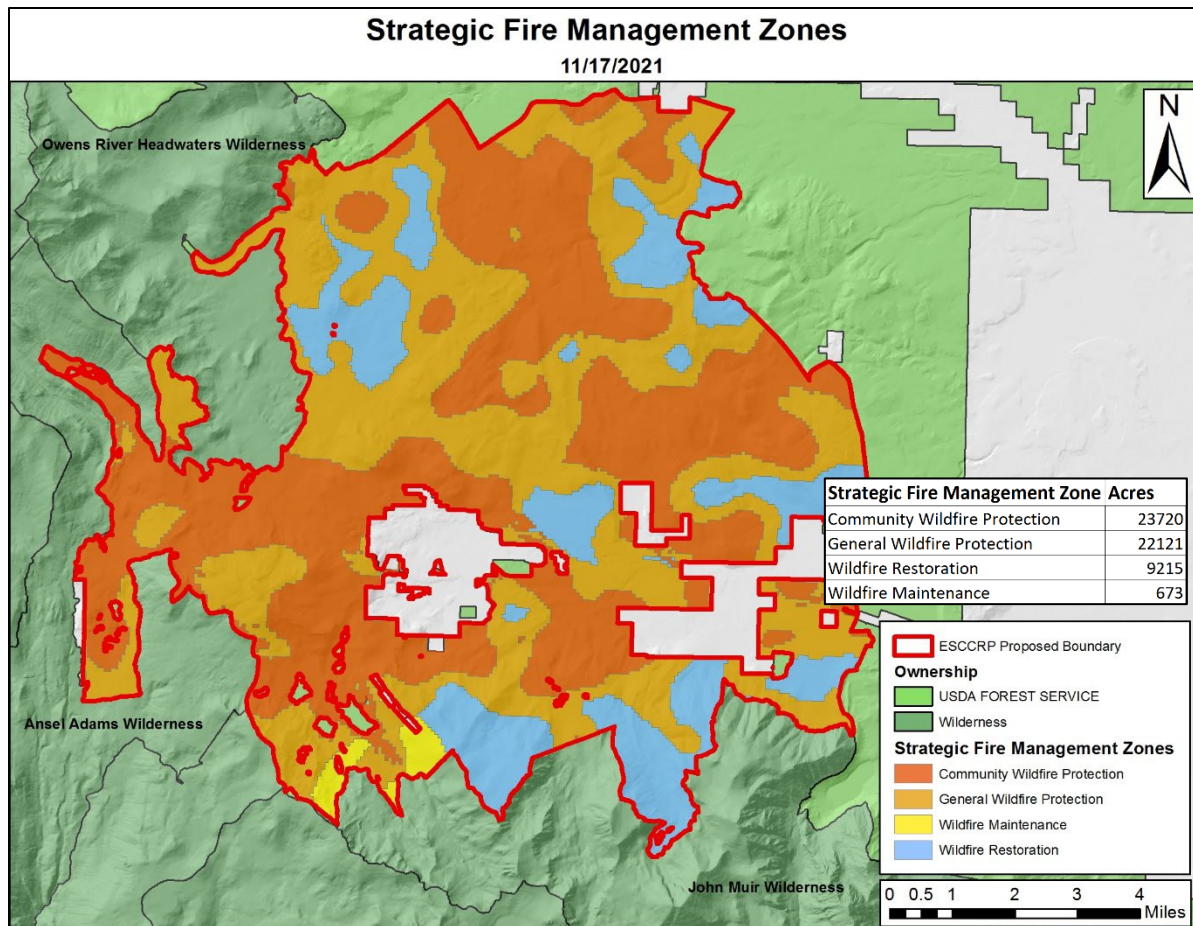


Figure 2 Strategic fire Management Zones are delineated within the project area. Over 80% of the project area is within the Community Wildfire Protection or General Wildfire Protection zones which are the two most at-risk zones.

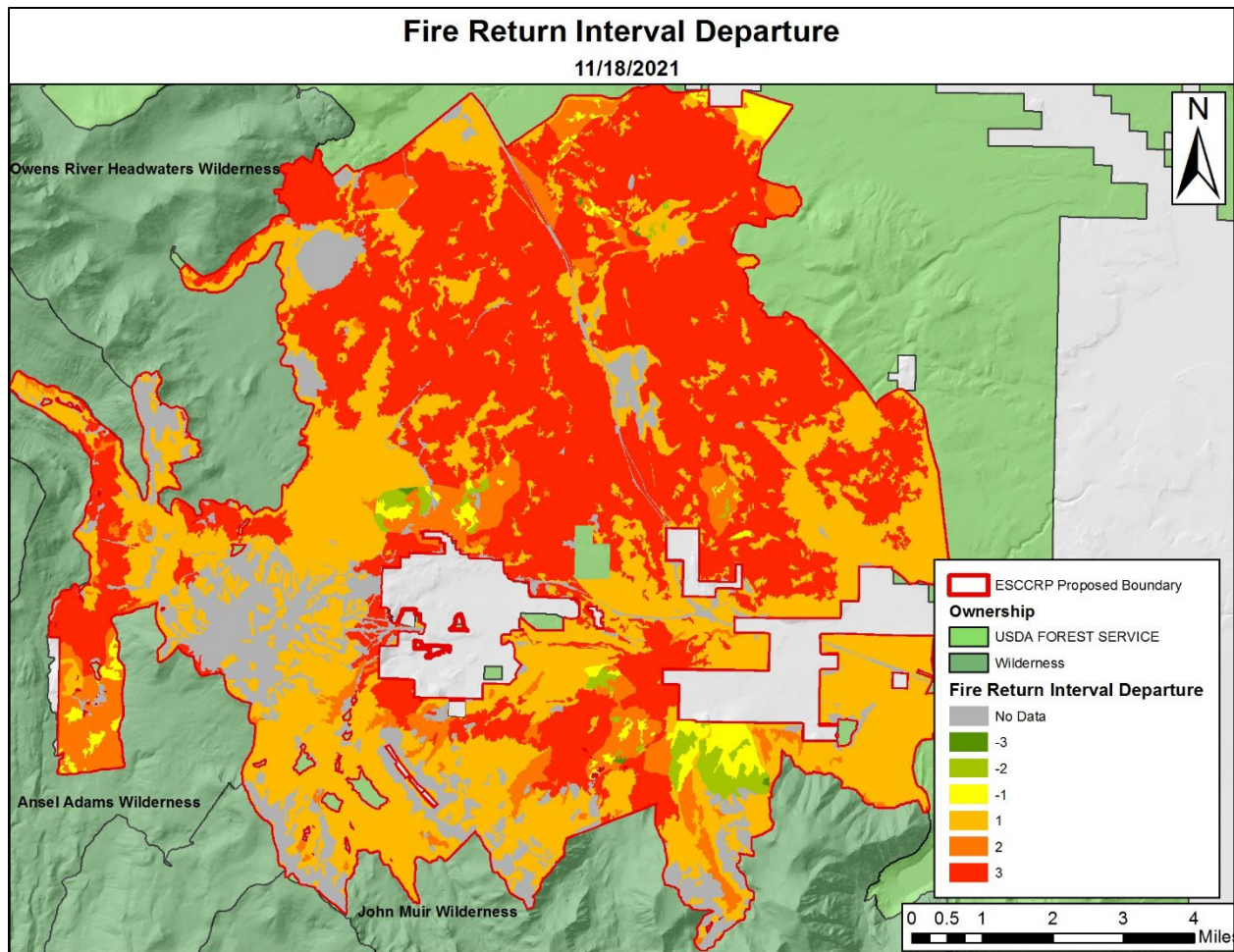


Figure 3 The fire return interval departure for the project area. A more positive number and correspondingly darker red color represents land that has gone longer without fire compared to what was historically present. An increasingly negative number and correspondingly darker green represents more fire than was historically present.

## Definitions

BA – basal area, a measurement of the cross-sectional area (ft<sup>2</sup>) of a tree’s stem at DBH, usually expressed per acre by averaging the basal area of a representative sample of trees in a given area and extrapolating to an acre.

Composition – The diversity and abundance of tree species in a given area.

Structure – The horizontal and vertical arrangement of forest components (live trees, snags, downed logs).

CWD – coarse woody debris, a general classification of non-green biomass of larger diameters.

DBH – diameter at breast height, a measurement of tree diameter taken at 4.5 feet above the ground.

ICO – Individuals, clumps, and openings, a description of forest structure that emphasizes these three desired structural components in their horizontal spatial arrangement within a post-treatment forest ([Appendix B](#)).

INF – Inyo National Forest.

LMP – Land Management Plan.

Stocking – A measure of a forest’s density, measured as basal area per acre, trees per acre, or other relative or absolute measures of stand density. Forested stands exceeding stocking standards for a management objective are deemed “overstocked” and those under are “understocked”.

PMA – Potential management approaches, as defined for the relevant section in the Land Management Plan.

TOML – Town of Mammoth Lakes.

## General Project Forest Proposed Actions

The following treatment methods and operational constraints would be used throughout the project area, except where explicitly precluded by emphasis area management actions:

### Treatments and Constraints per diameter class:

- Trees less than or equal to 30 inches in diameter will be thinned as part of this project but the majority of trees to be thinned will be less than 20 inches DBH (TERR-FW-STD 01). Trees larger than 20 inches DBH will generally only be thinned if needed to meet desired conditions.
- Trees over 30 inches but less than 40 inches in DBH may only be removed under the specific circumstances in TERR-FW-STD 01:

- When public or firefighter safety is threatened and cannot be otherwise mitigated (relevant to all tree diameters including those exceeding 40 inches).
- When removing trees is needed for aspen or meadow restoration treatments or for cultural or Tribal importance.
- When required for equipment operability: individual trees less than 35 inches in diameter may be removed when they cannot be reasonably and feasibly avoided.
- In overstocked stands to favor retention or promote growth of even larger or older shade-intolerant trees to more effectively meet tree species composition and forest structure restoration goals.
- Trees over 40 inches in diameter will not be removed as part of this project.

### Snags

- Generally standing dead trees or ‘snags’ over 12 inches will be retained unless it is required to meet snag density standards or they pose a hazard to infrastructure, workers, or the public (SPEC-SMPF-GDL 01, TERR-OLD-GDL 02, TERR-FW-GDL 01 & 02)
  - If a tree is deemed a hazard tree there will be no diameter cap.
  - Dead trees under 12 inches will generally be removed.
  - Snags that contain nests, dens, or other wildlife built habitat structures will not be removed.

### Species of Conservation Concern

- Retain and promote healthy white pine species such as whitebark pine, western white pine, and limber pine in all units where they occur especially healthy mature cone-bearing trees (TERR-FW-DC 03, TERR-ALPN-DC 03 and 04), with the exception of limited removal for hazard trees, project operations, or future disease outbreak, following consultation with the FS botanist or forest health protection officer.
  - Actions to promote white pine species could include: reducing encroaching species such as fir and lodgepole, creating openings to facilitate seed caching, reducing fuels, or sanitation thinning if needed following consultation with the FS botanist or forest health protection officer.
  - Slash piles should be constructed at a minimum of 25 ft away from live Whitebark pine and construction sites will be surveyed for seedling/sapling prior to pile construction.
- All trees exhibiting old-growth characteristics (typically largest diameters, thick, platey, bark, large diameter branches, and a flattened top or irregularly shaped crown), including those with wildlife structures will be protected and enhanced through treatments.
- Retain *Juniperus* tree species when encountered in treatment units as these trees occur in areas which are not a concern for high severity wildfire due to typically low surface fuel loadings.



- Riparian areas will be treated to reduce fuel continuity, but treatments will focus on removal of encroaching conifers and reduction of accumulating dead and down fuels, to retain the crown cover and shade in water bodies (MA-RCA-STD 01).

### Wood on the Ground

- Downed logs under 15 inches may be removed. Downed logs over 15 inches will be retained except:
  - When removal is required to meet desired conditions or other plan components in the Land Management Plan such as TERR-OLD-DC 07, TERR-FW-GDL 02, or TERR-MONT-DC Table 3.
  - When removal is required for equipment operability or if they are located such that they pose an excessive fire hazard.

### Operations

- Mechanical equipment would be allowed across the entire project area except where it is excluded for resource protection, such as slopes greater than 30%, wet meadows, riparian areas, sensitive natural and cultural resources, invasive plant infestations, etc.
  - Logging equipment such as helicopters, skidders, feller bunchers, processors, and forwarders will primarily be used within the flatter and open forests where road access is adequate for transport of logging equipment. The District Ranger or project manager would consult the relevant specialists if traditional logging equipment is desired in other project areas.
  - When within Waterbody Buffer Zones (WBBZ) only low-pressure ground equipment or hand work will be allowed (See Emphasis Area: Meadows).
- Landings may be created and rehabilitated to facilitate timber sales and fuels treatment. Prior to creation the District Ranger or project manager would consult the relevant specialists to ensure landings are not created in sensitive areas or special habitats (MA-PCT-STD 04, watershed BMPs).
- Temporary roads and bridges may be created and will be rehabilitated to expedite fuels reduction work. Where these are created the District Ranger or project manager would consult the relevant specialists prior to implementation (MA-PCT-STD 04, MA-RCA-STD 16).
- Merchantable and non-merchantable activity generated materials, generated by these fuel reduction and forest restoration activities, will be removed from the forest to meet fuel loading desired conditions as follows:
  - Allow for commercial timber and/or other wood product sales within the project area where feasible, and where operations will not irreversibly cause a detrimental impact to the natural resource (TIMB-FW-DC 02).
    - Removal of timber may occur using ground-based, skyline, or aerial timber systems.

- Prioritize commercial sales to achieve thinning and fuel reduction when within the Suitable Timber Base as designated in the LMP (TIMB-FW-DC 01, TIMB-FW-OBJ 01).
    - Emphasize the use of mechanical equipment such as feller-bunchers where possible as these are more effective at meeting forest spatial heterogeneity objectives.
  - Non-merchantable activity fuels will be removed by piling and burning to remove fuels from the forest, or chipping and/ or removal from the site when pile and burning is not feasible
  - If fuel loading is sufficiently low for prescribed burning as determined by a specialist, then fuels may be left in place.
- Public fuelwood cutting of downed material may be allowed. Fuelwood may be provided by:
  - Decking of material at a designated location for the public to access.
  - Felling and leaving of material in place for the public to access.
    - Logs will be limbed and bucked, so they all lay flat on the ground. No trees should be left leaning, hanging, or otherwise in a position they are a hazard to fuelwood cutters.
    - Public driving cross-country will be allowed to collect materials left on site; all provisions and prohibitions in the fuelwood collection permit must be followed.
    - Stumps should be flush cut where materials are left in place to aid cross-country travel and fuelwood collection.
    - Rehabilitation of areas impacted by driving off-road and obliteration of roads created by fuelwood cutters accessing firewood will occur following completion of a unit.

#### Other Constraints

- When within community buffer areas, as established within the Community Wildfire Protection Zone or where the risk is deemed unacceptable to life and property, trees, snags, and logs may be removed more intensively, and terrestrial ecosystem desired conditions may not be met to protect communities and ensure firefighter safety (MA-CWPZ-GOAL 01 and 02).
- Trees targeted for removal will be characteristic of Acceptable or Non-Desirable trees ([Appendix D](#)).
  - Trees displaying signs of drought stress will be removed where possible.
  - Trees displaying signs of pests including pitch tubes and flagging branches and or fading tops will be targeted for removal.

- In order to reduce the risk of the root disease *Heterobasidion annosus*, Jeffrey pine, true fir, lodgepole pine, and mountain hemlock stumps greater than 3 inches in diameter within 300 feet of infrastructure, and greater than 14 inches in diameter everywhere else will be treated with sodium tetraborate decahydrate (commonly known as borax).
  - Stumps will be treated according to manufacturer's specifications.
  - Borax would be applied within 4 hours of stump creation and would not be applied on rainy days or within 300 feet of running water.
  - Exceptions to minimum application distances may be granted only after consultation with a line officer and Forest Service watershed specialist.
- To meet prescriptions for the desired number of clumps in forest restoration treatments, utilize exclusion zones identified by specialists such as no entry zones, to place clumps around these zones.
- Following all hand and mechanized operations, the area will be returned to the state it was in, prior to treatments, within reason.

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## Emphasis Areas

### Community Wildfire Protection Zone Buffer

The community wildfire protection zone encompasses locations where communities, community assets, and private land could be at a very high risk of damage from wildfire where high fuel loadings exist. There is a general recognition in this zone of surface and ladder fuels being too high, homogenous forest structure, not enough big trees, and all trees experiencing elevated levels of drought stress and mortality. Within this zone, community buffers will be established and used to strategically mitigate vegetation directly adjacent to structures and allow for safer conditions for firefighters.

Treatments within the buffer will intensively remove surface, ladder, and canopy fuels. Surface fuels are highest priority to be targeted as these are necessary to carry fire. They will be removed through piling and burning either by hand or mechanically and/or chipping and removal of fuels, where it will effectively reduce fuels. Ladder fuels will be next for priority to reduce the likelihood of surface fires carrying into the canopy and creating a dangerous, high severity fire. These trees will be cut by hand or mechanically or masticated. Lastly, over-dense canopy fuels combined with high surface fuel loading create conditions for dangerous crown fires that can kill large swaths of trees and make firefighting operations difficult and dangerous. Trees will be thinned, and heterogeneous forest structure will be restored to reduce canopy continuity. Snags or trees that pose a hazard to firefighting operations will also be removed where deemed necessary to protect firefighters and the public. All three fuel categories may be treated with a

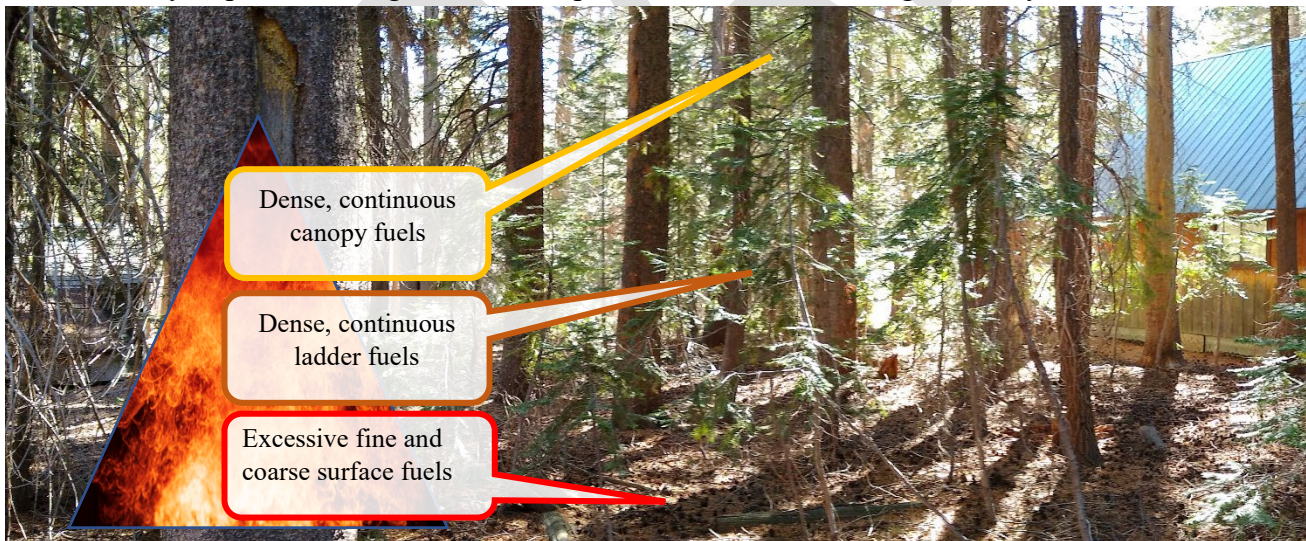


Figure 4 High fuel accumulations surrounding a house within the Community Wildfire Protection Zone Buffer. The priority for fuel treatments is surface, ladder, and then canopy fuels. Photo by: Marc Meyer.

single entry.

### Fuel management

- Establish a community buffer with a minimum width of 230 feet from community structures within the zone (LMP 2019; Safford et al. 2012).

- Buffer width will be established on a site-by-site basis after survey and modeling efforts.
  - Larger buffers may be established where more time is needed for firefighting resources to arrive, on steeper terrain, or where the fuel type or forest is conducive to high intensity fire severity.
  - Smaller buffers may be established close to firefighting resources, on flat terrain, or where the fuel type is conducive to low severity fire effects and low intensity fire.
- No snags should exist within 2.5 tree lengths of structures and less than 1 large log per acre should exist within 2.5 tree lengths of structures within the buffer (MA-CWPZ-GDL 01).
- Surface fuel loading should be reduced to less than or equal to 5 tons/acre within the buffer, depending on moisture availability of the site and likelihood of detrimental fire effects.
- Reduce ladder fuels and living trees which connect surface fuels to the canopy.
- Remove trees which are dead or dying from insect outbreaks or are infected by pathogens, create an unacceptable risk to life and property, or will in the future within the buffer (MA-CWPZ-DC 01).
- Create a heterogeneous spatial pattern of openings, individuals, and clumps, but emphasize a larger proportion of openings followed by individual trees over small clumps within the buffer.
  - Post-treatment forest structure may be more open and less dense than forest outside the community buffer area (MA-CWPZ-DC 01).
- Prune residual trees to increase average canopy base height, to at least 15 ft within the buffer; prune higher when determined necessary by specialist input (MA-CWPZ-DC 01).
- Higher fuel loadings may be allowed on a site-specific basis, after consultation with specialists or District Ranger approval.
- Protect remaining large and old Jeffrey pines (typically large diameter, thick, platey, orange bark, large diameter branches, and a flattened top or irregularly shaped crown) or *Juniperus* species, including those with wildlife structures, by removing all trees less than 30 inches in diameter under and within 15 feet of the drip line of the large and old tree(s), which may act as a fuel ladder and represent increased competition for resources (TERR-OLD-GDL 01).
  - Trees larger than 30 inches but smaller than 40 inches may be removed under the exceptions in TERR-FW-STD 01
- Outside the community buffer, follow actions described for the Ecosystem Type Specifics.

### Marten, Raptor, or Other Special Habitat

Maintain denser tree cover in small patches.

Pumice flats

Establish limiting operating periods where appropriate.

Maintain marten and fisher guidelines where appropriate.

Maintain sensitive riparian areas to avoid damaging sensitive meadow or riparian habitats.

Trees > 20" with existing cavities, dead tops, lightning scars, or structures beneficial to wildlife, and any trees with raptor nests, are considered desirable and should be retained.

### Cultural Resource Improvements

Protect or increasing piagi harvest where possible.

More intensive / extensive fuel breaks around heritage sites?

Pinyon pine gathering site improvement. Reduce fire risk, reduce root rot risk, increase tree vigor? Historical densities?

### Jeffrey Pine Ecosystem

These forests generally occur in the NE portion of the project area, where soils are shallower and less productive, sometimes interfacing with Sagebrush or Pinyon-Juniper ecotypes. They transition into the Dry Mixed Conifer, Red Fir, and Lodgepole Pine forest types around TOML, moving from the NE to SW. This ecosystem type comprises the majority of the project area and represents the most departed fire regime.

Jeffrey pine forests in the project area currently contain an overabundance of trees; in particular, 12-to-30-inch diameter trees. These trees create fuel conditions for undesirable, high-severity fire effects in the project area and around TOML. However, the larger end of this diameter range presents an opportunity to recruit the next cohort of large trees which will add to and replace the currently small population of pines greater than 30 inches across the Jeffrey pine ecosystem type. Thinning trees on the lower end of the diameter range also releases medium and large diameter trees; residual tree's vigor increases when surrounding trees are cut down and resource availability increases (water and nutrients). Some stands within the project area currently contain large diameter trees which will be retained and targeted for release and increased fire resistance through cutting small trees. Jeffrey pine beetle (*Dendroctonus jeffreyi*) has started to cause mortality in pockets in the project area and tree density reduction would reduce the risk of bark beetle-related mortality. Preliminary field observations measured basal areas twice as high as was historically documented in many of these mortality pockets.

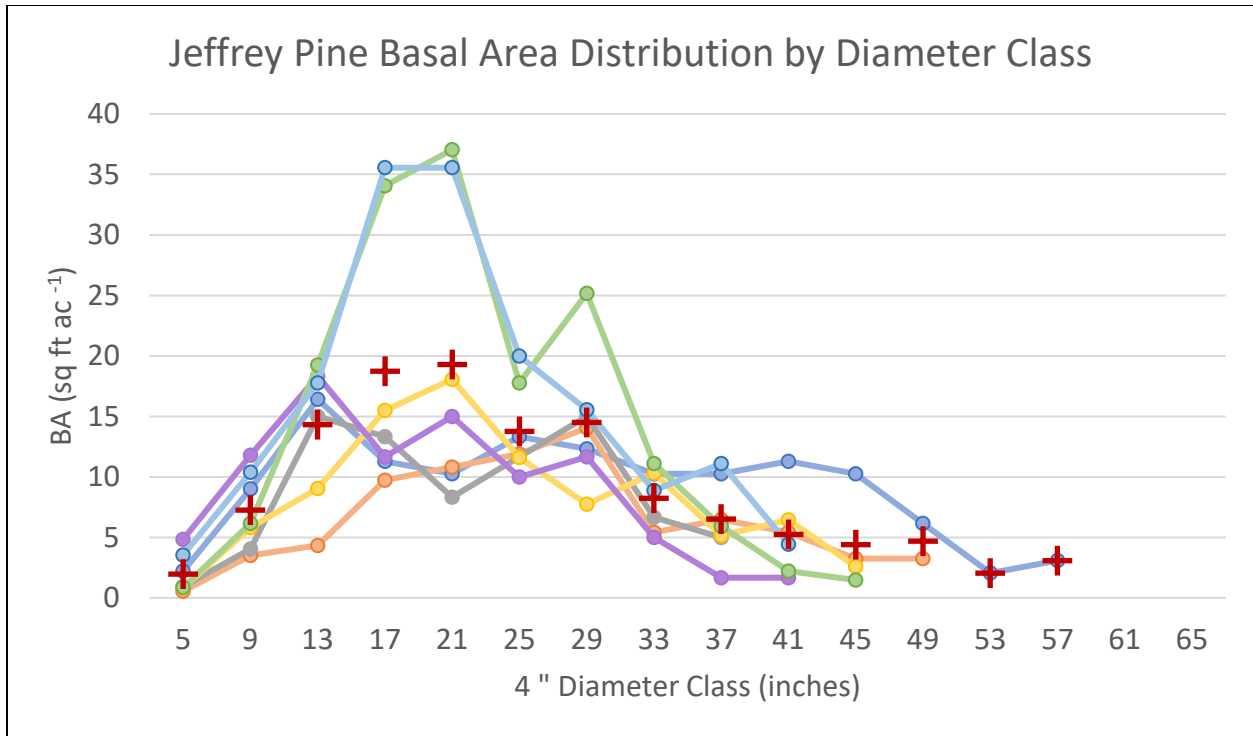


Figure 5. Distribution of basal area per acre by diameter class for forests identified as Jeffrey Pine ecosystem type. Each line represents common stand exam data for a stand identified as Jeffrey pine, plus signs are stand averages. Most basal area is contained in the diameter classes between 9" and 29". Common stand exam data collected in 2020.

The legacy of past management activities such as fire exclusion and past timber harvest have homogenized forest structure both vertically and horizontally. Continuous fuel profiles are commonly observed within the project area from the ground to the canopies of large and old trees as well as an increasing deficit of clumps and openings areas where canopy bulk densities are low. Species composition has incorporated a larger proportion of fire intolerant and drought intolerant trees, reducing future forest resiliency in the face of climate change and an increasing number of high severity fires.

The goals for treatments in Jeffrey Pine forest type is to promote forest structure and composition that improves the health and vigor of existing Jeffrey pine, improves fire resistance and resilience, and maintains or increases wildlife habitat.

### Forest structure

- Size distribution should be shifted towards having the majority of trees in intermediate to large size classes (TERR-OLD-DC Table 4).
  - To increase tree vigor and recruit trees into larger diameter classes that are more fire resistant:
    - Basal area per acre will be reduced to less than 100 ft<sup>2</sup>/acre on average but may range at the fine scale across the treatment units from 20 – 200 ft<sup>2</sup>/acre (TERR-JEFF-DC 01, 03, 05).

- Topographic features that support more biomass may exceed 100 ft<sup>2</sup>/acre, up to 200 ft<sup>2</sup>/acre.
  - Stands with 20 or more trees per acre with > 30” dbh may have up to 200 ft<sup>2</sup>/acre.
    - Emphasize retaining all trees over 20” where basal area targets can still be met, and operational safety can be maintained.
      - All cutting of Jeffrey Pine will focus on trees smaller than 20” in diameter
- Create irregularly shaped openings in forested stands 0.1 – 1.0 acres in size where residual tree cover is 10% or less (TERR-JEFF-DC 03, 07).
  - Openings will be created on 10 – 70 percent of the treatment area (TERR-JEFF-DC-07).
  - These opening can be aligned with existing rock outcrops or patches of grass, shrubs, and seedlings.
- Across no more than 10% of each stand, retain clumps of trees (3 – 12 trees), where stems are within 20’ of another tree in the clump (TERR-JEFF-DC 03, 06).
  - Clumps should be scattered throughout the treatment unit and, to the extent possible, aligned with microsite features that can support the clump.
  - Trees to be retained in clumps should be healthy and vigorous
  - Basal area where clumps are present should not exceed 200 ft<sup>2</sup>/acre
- Forest between clumps and openings (forest matrix) should be thinned so the majority of crowns are not touching, or tree canopy cover does not exceed 40% (TERR-MONT-DC, Table 2; TERR-JEFF-DC 01, 03, 06).
  - Individual trees in the forest matrix should be randomly distributed and not evenly spaced (avoid a park-like setting; TERR-JEFF-DC 03).
  - Forest matrix residual basal area may range between 20 – 100 ft<sup>2</sup>/acre
  - Some residual, individual trees should possess structures that may provide wildlife habitat. Such structures may result from damage from pests, pathogens, fire, lightning, or other natural processes (TERR-JEFF-DC 04; [Appendix B](#) for examples).
- Preferentially remove low vigor, small diameter, and / or fire and drought intolerant tree species where possible.
  - White fir (*Abies concolor*) and lodgepole pine (*Pinus contorta*) are two fire and drought intolerant trees to be preferentially removed.
  - White fir may be retained where its live crown ratio is greater than 50 percent, DBH is greater than 16 inches, branches support healthy, green needles along a large portion of the branches, and crown form is healthy.

## Fuel management

- Protect remaining large and old Jeffrey pines (typically large diameter, thick, platey, orange bark, large diameter branches, and a flattened top or irregularly shaped crown), including those with wildlife architecture, by removing all trees under and within 15 feet of the drip line of the large and old tree(s), which may act as a fuel ladder and represent increased competition for resources (TERR-OLD-GDL 01).



- Trees larger than 30 inches but smaller than 40 inches may be removed under the exceptions in TERR-FW-STD 01
- Reduce surface fuel loading to between 1 and 10 tons/ac, including large diameter logs, coarse woody debris, litter and surface fuels (TERR-MONT-DC, Table 3).
  - Several logs over 15” in diameter and 8’ long should be retained per acre.
- Maintain snags 20” in diameter or larger, where they can be safely maintained at 1 – 4 snags per acre (TERR-MONT-DC, Table 3).
  - Target standing dead trees, less than 20” in diameter, for removal and CWD fuel reduction.
  - Snag distribution will be irregular across the project area.

### Dry Mixed Conifer Ecosystem

The Dry Mixed Conifer ecotype is predominately situated between the Jeffrey Pine and Red Fir forest types where increasing elevation allow for more moisture availability but still represents some limited productivity and frequent fire. This increased moisture also means greater tree diversity such as white fir and lodgepole pine, but still dominated by Jeffrey pine. The Dry Mixed Conifer forest type is primarily north of the TOML and transitions into Red Fir to the west, but also in small pockets around the town.

Some areas, such as along the Mammoth scenic Loop to Inyo Craters and around the Valentine Reserve Ecological Study Area and Lakes Basin, where Dry Mixed Conifer transitions into Lodgepole Pine, tree densities have reached more than double the basal area per acre historically documented in these forests. This has led to insect outbreaks and mass mortality of trees of all sizes. These conditions are also a major risk for high severity wildfire and severely threaten the TOML. A consideration for the regeneration of these forests’ composition and structure is required to ensure tree regeneration leads to these forests achieving our Desired Conditions.

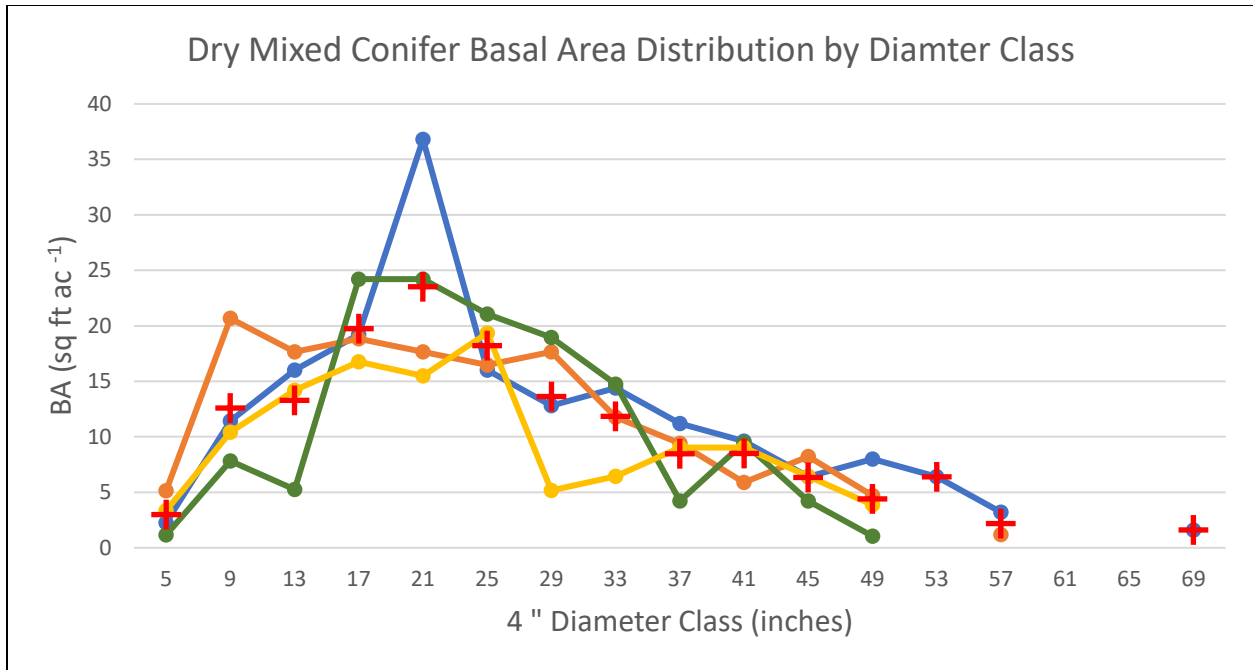


Figure 6 Distribution of basal area per acre by diameter class for forests identified as Dry Mixed Conifer ecosystem type. Each line represents common stand exam data for a stand identified as Jeffrey pine, plus signs are stand averages. Common stand exam data collected in 2020.

The goal for treatments in the Dry Mixed Conifer forest type is to promote forest structure and composition that improves the health and vigor of existing Jeffrey pine and white pines, and where desirable, white fir and lodgepole pine. Also, to improve fire resistance and resilience, maintains a fire resistant and drought tolerant composition, and maintain or increase wildlife habitat. Basal area at the stand and forest level will vary in order to restore the historical heterogeneity and create structural diversity.

### Forest structure

- Size distribution should be shifted towards having the majority of trees in intermediate to large size classes (TERR-OLD-DC Table 4).
  - To increase tree vigor and recruit trees into larger diameter classes that are more fire resistant:
    - Basal area per acre will be reduced to less than 125 ft<sup>2</sup>/acre on average but may range at the fine scale across the treatment units from 20 – 200 ft<sup>2</sup>/acre (TERR-DMC-DC 04).
      - Topographic features that support more biomass may exceed 125 ft<sup>2</sup>/acre, up to 200 ft<sup>2</sup>/acre.
      - Stands with 20 or more trees per acre with > 30” dbh may have up to 200 ft<sup>2</sup>/acre.
    - Emphasize retaining all trees over 20” where basal area targets can still be met, and operational safety can be maintained.

- Create irregularly shaped openings in forested stands 0.1 – 0.5 acres in size where all trees less than 30” in diameter are removed and residual tree cover is 10% or less
  - Openings will be created on 10 – 50 percent of the treatment area (TERR-DMC-DC-05).
  - These opening can be aligned with existing rock outcrops or patches of grass, shrubs, and seedlings.
- Across no more than 20% of each stand, retain clumps of trees (3 – 16 trees), where stems are within 20’ of another tree in the clump (TERR-DMC-DC 03)
  - Clumps should be scattered throughout the treatment unit and, to the extent possible, aligned with microsite features that can support the clump.
  - Trees to be retained in clumps should be healthy and vigorous
  - Basal area where clumps are present should not exceed 200 ft<sup>2</sup>/acre
- Forest between clumps and openings (forest matrix) should be thinned so the majority of crowns are not touching, or tree canopy cover does not exceed 50% (TERR-MONT-DC-01, Table 2 TERR-DMC-DC 03, 04).
  - Individual trees in the forest matrix should be randomly distributed and not evenly spaced (avoid a park-like setting).
  - Forest matrix residual basal area may range between 20 – 125 ft<sup>2</sup>/acre
  - Some residual, individual trees should possess structures that may provide wildlife habitat. Such structures may result from damage from pests, pathogens, fire, lightning, or other natural processes ([Appendix B](#) for examples).
- Preferentially remove fire and drought-intolerant tree species
  - White fir (*Abies concolor*) and lodgepole pine (*Pinus contorta*) are two fire and drought intolerant trees to be preferentially removed.
  - White fir may be retained where its live crown ratio is greater than 50 percent, DBH is greater than 16 inches, branches support healthy, green needles along a large portion of the branches, and crown form is healthy.

## Fuel management

- Protect remaining large and old Jeffrey pines (typically large diameter, thick, platey, orange bark, large diameter branches, and a flattened top or irregularly shaped crown), including those with wildlife architecture, by removing all trees under and within 15 feet of the drip line of the large and old tree(s), which may act as a fuel ladder and represent increased competition for resources (TERR-OLD-GDL 01).
- Reduce surface fuel loading to between 3 and 10 tons/ac, including large diameter logs, coarse woody debris, litter, and surface fuels (TERR-MONT-DC, Table 3).
  - Several logs over 15” in diameter and 8’ long should be retained per acre.
- Maintain snags 20” in diameter or larger, where they can be safely maintained at 1 – 4 snags per acre (TERR-MONT-DC, Table 3).
  - Target standing dead trees, less than 20” in diameter, for removal and CWD fuel reduction.
  - Snag distribution will be irregular across the project area.

## Red Fir Ecosystem

The Red fir ecotype is predominately situated on the west and south side of the project area, at higher elevations or where soils are deeper and most productive. These forests occur in the highest productivity class of the project area, receiving substantially more moisture than the lower elevation Dry Mixed Conifer and Jeffrey Pine forest types. This forest type transition into the Dry Mixed Conifer forest types as elevation decreases, moving from the SW to NE. This forest type covers the Mammoth Mountain Ski Area, adjoins the wilderness boundaries, and reaches into the Sherwin Scenic area. It also covers most of the Reds Meadow area and the Minaret road, the main ingress and egress route into the area.

Red fir forests in the project area currently contain a high abundance of trees and support the highest tree diversity. Site conditions usually allow for a greater amount of basal area per acre. However, forests within the project area contain an overabundance of 12-to-30-inch diameter trees which threaten the residual 30" or greater diameter trees not yet killed by insects, drought, or fire. More trees 20 inches and greater in diameter may be removed from red fir stands than from Jeffrey pine or dry mixed conifer stands to meet basal area and structural heterogeneity targets because there is a larger abundance of them and higher moisture availability increases residual tree growth.

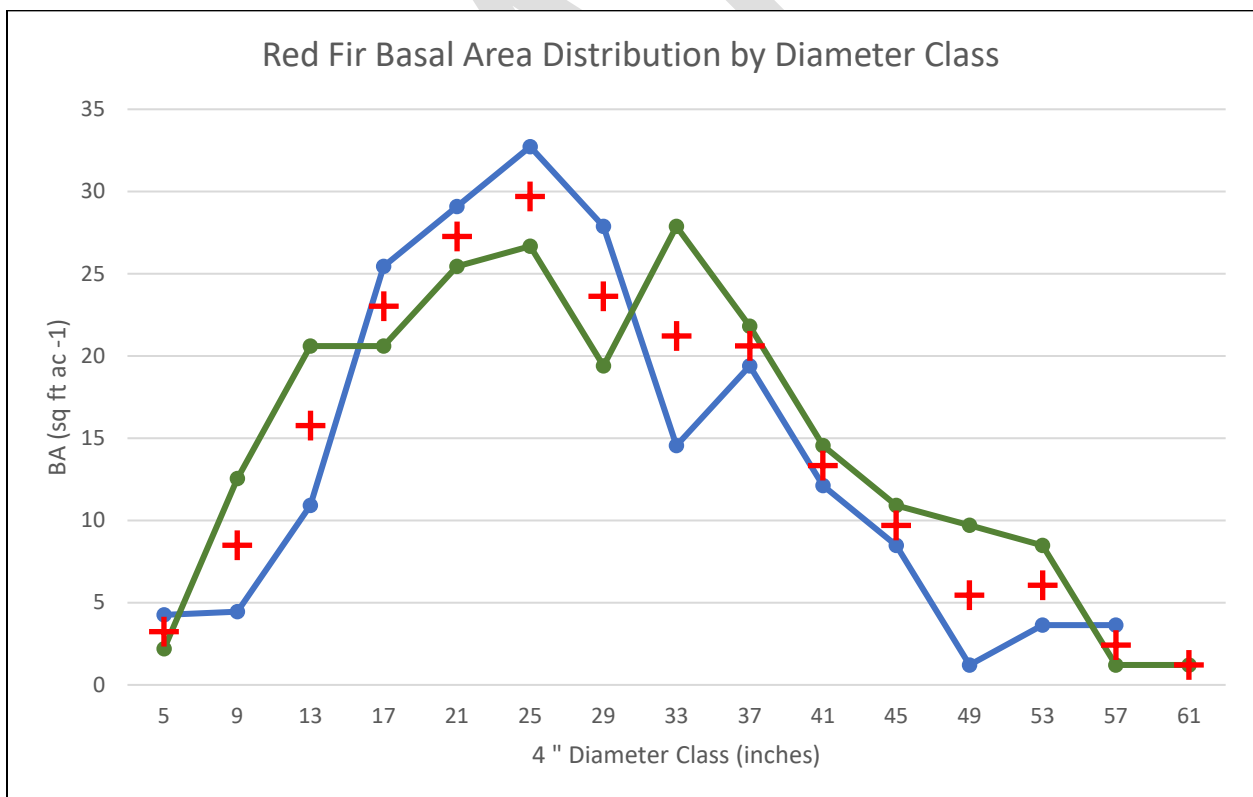


Figure 7 Distribution of basal area per acre by diameter class for forests identified as Red Fir ecosystem type. Each line represents common stand exam data for a stand identified as Red fir; plus signs are stand averages. Common stand exam data collected in 2020.

The goal for treatments in the Red Fir forest type is to restore forest structure and composition that improves the health and vigor of existing old and pre-settlement trees, improves fire resistance and resilience, and increases or maintains wildlife habitat. Residual live biomass should be located around topographic features that allow sustained higher biomass such as lower slopes, bottoms, and north and east aspects, especially where soils are deeper (TERR-OLD-DC-04).

### Forest structure

- Size distribution should be shifted towards having the majority of trees in intermediate to large size classes (TERR-OLD-DC Table 4).
  - To increase tree vigor and recruit trees into larger diameter classes that are more fire resistant:
    - Basal area per acre will be reduced to less than 250 ft<sup>2</sup>/acre on average but may range at the fine scale across the treatment units from 50 – 350 ft<sup>2</sup>/acre (TERR-RFIR-DC 05).
      - Topographic features that support more biomass may have up to 250 ft<sup>2</sup>/acre.
      - Stands with 30 or more trees per acre with > 30” dbh may have up to 350 ft<sup>2</sup>/acre.
- Create irregularly shaped openings in forested stands 0.1 – 0.5 acres in size where all trees less than 30” in diameter are removed and residual tree cover is 10% or less.
  - Openings will be created on 5 – 20 percent of the treatment area (TERR-DMC-RFIR-06).
  - These opening can be aligned with existing rock outcrops or patches of grass, shrubs, fungi, and seedlings.
- Across 10 to 40% of each stand, retain clumps of trees (5 – 20 trees), where stems are within 15’ of another tree in the clump (TERR-RFIR-DC 05)
  - Clumps should be scattered throughout the treatment unit and, to the extent possible, aligned with microsite features that can support the clump.
  - Trees to be retained in clumps should be healthy and vigorous
  - Basal area where clumps are present should not exceed 350 ft<sup>2</sup>/acre
  - Clumps should include a mixture of tree sizes and ages (TERR-RFIR-DC 05).
- Forest between clumps and openings (forest matrix) should be thinned so the majority of crowns are not touching or tree canopy cover does not exceed 40% (TERR-MONT-DC, Table 2).
  - Individual trees in the forest matrix should be randomly distributed and not evenly spaced (avoid a park-like setting).
  - Forest matrix residual basal area may range between 50 – 125 ft<sup>2</sup>/acre
  - Some residual, individual trees should possess structures that may provide wildlife habitat. Such structures may result from damage from pests, pathogens, fire, lightning, or other natural processes (TERR-RFIR-DC 04; [Appendix B](#) for examples).

- Protect remaining healthy, mature (>12" dbh) western white pines by removing small and medium diameter conifers up to 30" dbh within the dripline of the western white pine, which may act as a fuel ladder and represent increased competition for resources (TERR-MONT-DC 03).

### **Fuel management**

- Protect remaining large and old Jeffrey pines (typically large diameter, thick, platey, orange bark, large diameter branches, and a flattened top or irregularly shaped crown), including those with wildlife architecture, by removing all trees under and within 15 feet of the drip line of the large and old tree(s), which may act as a fuel ladder and represent increased competition for resources (TERR-OLD-GDL 01).
- Reduce surface fuel loading to between 5 and 20 tons/ac, including large diameter logs, coarse woody debris, litter, and surface fuels (TERR-MONT-DC, Table 3).
- Maintain snags 20" in diameter or larger, where they can be safely maintained at 1 – 4 snags per acre (TERR-MONT-DC, Table 3).
  - Target standing dead trees, less than 20" in diameter, for removal and CWD fuel reduction.
  - Snag distribution will be irregular across the project area.

## Lodgepole Pine (Dry and Mesic) Ecosystem

The Lodgepole Pine forest type occurrence is highly variable across the project area based on topographic position, slope (steepness), soil nutrient and moisture availability and a mixed fire regime. For this project the dry and wet or mesic Lodgepole Pine are combined, as a similar set of management actions will achieve the desired conditions for the range of Lodgepole Pine forest type desired conditions (descriptions of dry and wet lodgepole pine forests can be found on page 30 of the LMP). This forest type typically borders all other forest types, includes a mix of red fir and white pines, and commonly borders montane meadows.

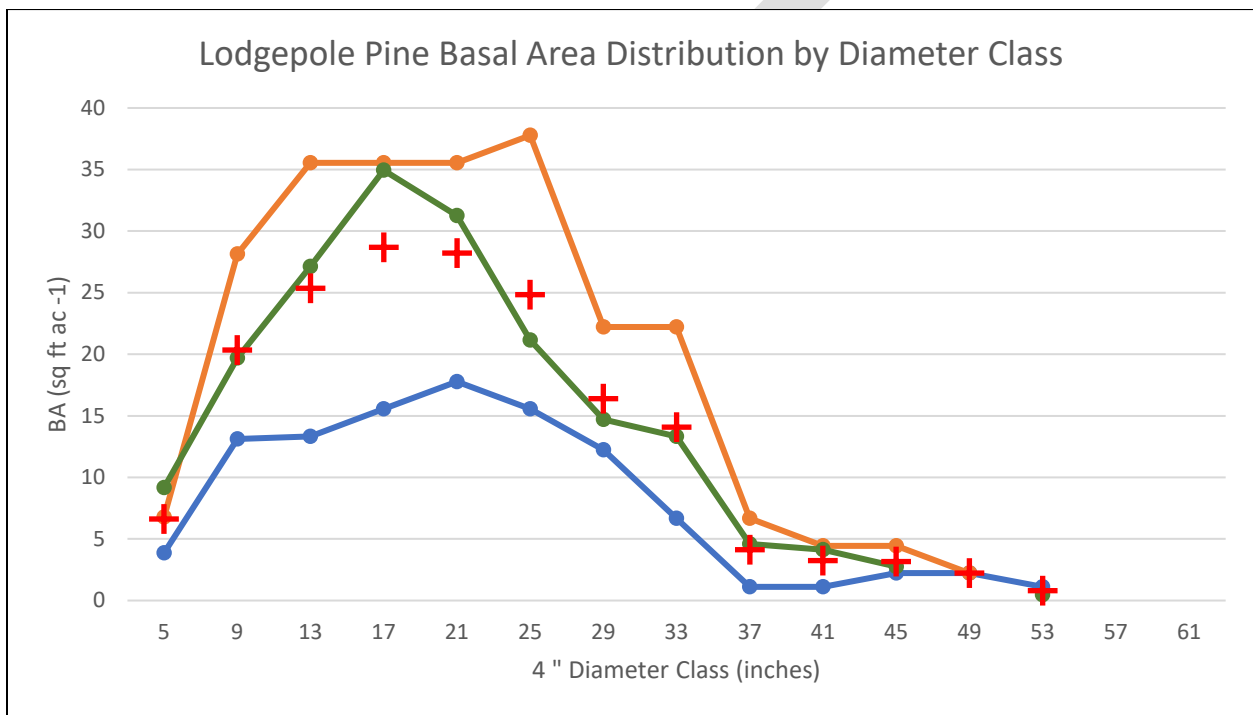


Figure 8 Distribution of basal area per acre by diameter class for forests identified as Lodgepole Pine ecosystem type. Each line represents common stand exam data for a stand identified as Lodgepole pine, plus signs are stand averages. Common stand exam data collected in 2020.

The goal for the Lodgepole Pine forest type is to reduce competition among Lodgepole pine trees to reduce the risk of insect and disease outbreak such as mountain pine beetle or atopilis canker. It is also to reduce fuel loadings to levels which reduce the chance of catastrophic wildfire from carrying continuously through this forest type. Dry lodgepole pine forests typically support lower tree densities and lower levels of surface fuels than wet lodgepole pine forests so fuel reduction activities may be more intense in wetter areas. This will be accomplished through tree and surface fuel removal by mechanical means where local conditions allow, and resource damage can be minimized or by hand labor.

## Forest Structure

- Thin trees to reduce average basal area to  $< 150 \text{ ft}^2/\text{acre}$  to reduce inter tree competition.
  - Basal area may range at the fine scale across the treatment units from 50 – 280  $\text{ft}^2/\text{acre}$ .
    - Stands with 10 or more trees per acre with  $> 20''$  dbh may have up to 280  $\text{ft}^2/\text{acre}$ .
  - A variable density thinning approach will be used to meet spatial heterogeneity requirements (TERR-LDGP-DC 03, 04).
    - Create and expand existing openings generally no greater than  $\frac{1}{4}$  acre in size.
    - Create conditions for healthy, vigorous mid and understory trees to emerge.
    - Maintain groups of large and intermediately sized trees where canopy closure is above 50%.
    - Openings and clumps are randomly distributed and irregular in size and shape.
    - Emphasize species diversity by focusing removal on Lodgepole pine and in dry sites, fir species.
- A tiered system for selecting trees for removal to meet basal area target:
  1. Start with removal of trees 8'' – 12'' in diameter and below to meet basal area target.
    - a. The upper diameter limit between 8'' and 12'' should be decided for the implementation unit to appropriately target structure and age classes.
    - b. This will reduce the majority of ladder fuels and are in the age class that are crowding older trees.
  2. Next remove trees up to 20'' that are in the Acceptable or Non-Desirable category or are crowding the larger dominant trees and are within 15' of their dripline.
  3. Lastly selectively remove trees over 20'' if necessary, that are in the Acceptable or Non-Desirable category or are crowding the larger dominant trees and are within 15' of their dripline.
- Protect remaining healthy, mature ( $>12''$  dbh) white pines by removing small and medium diameter conifers up to 30'' dbh within the dripline of the western white pine, which may act as a fuel ladder and represent increased competition for resources (TERR-MONT-DC 03).

## Fuel Management

- Protect remaining large and old conifers, including those with wildlife architecture, by removing all trees under and within 15 feet of the drip line of the large and old tree(s), which may act as a ladder fuel and represent increased competition for resources (TERR-OLD-GDL 01).
- Reduce surface fuel loading to between 2 and 20 tons/ac, including coarse woody debris, litter, and surface fuels (TERR-MONT-DC, Table 3).
  - Remaining surface fuel distribution should be patchy



- Maintain 20” and larger diameter snags where they can be safely maintained at 1 – 4 snags per acre.
  - Remove small diameter standing dead trees, less than 20”
  - Snag distribution will be irregular across the project area

### Riparian / Aspen Ecosystems

The life cycle of aspen is closely linked to fire, where higher intensity fire is needed to consume the bulk of the canopy to trigger hormonal suckering response and regenerate stands through aspen seedling establishment. This cycle has been interrupted by fire suppression allowing an overabundance of large hazardous fuels and conifer encroachment that has detrimentally impacted the health of aspen stands and lowered their fire resilience.

The goal of these treatments is to restore aspen stand composition and structure, and riparian function. In the project area the aspen ecosystem type typically dominates the vegetation along riparian areas and as such these management activities are focused on aspen. However, increasing recruitment of hardwoods or other riparian plant species such as willow and alder, as well as increase the cover and diversity of understory shrubs and herbaceous plants is a desired outcome of these treatments.

- Encroaching conifers will be removed from aspen stands up to one and a half times the average height of aspen trees in the stand; distance required to prevent remaining adjacent conifers from shading the aspen stand; or up to 100 feet, whichever is greater. Trees not suppressing aspen regeneration (i.e. shading), or representing limited species presence may be retained such as Sierra juniper (TERR-ASP-DC 02 and TERR-ASP-GDL 04).
  - Slash piles for burning would be kept at least 15 feet away from large aspen trees to limit damage to aspen trunks. Larger piles (more than 10 feet pile width) should be farther from aspen trunks than smaller piles (TERR-ASP-GDL 01).
- Where excessive densities of snags exist that would contribute to an increased fire risk or would directly impact aspen regeneration and mature trees from snag-fall, remove standing dead aspen and conifers within aspen stands.
- Reduce surface fuel loading (typically coarse woody debris of small to large diameters) to less than 10 tons/ac.
- In areas with fens, springs, and other sources of groundwater, only hand work will occur and in coordination with a Forest Service watershed specialist (MA-RCA-STD 09). Additional resource protection measures may be implemented such as hand carrying wood or directional falling after consultation with the specialist.
- Aspen with evidence of cultural markings or of any cultural significance should be flagged for avoidance and an operation-limiting buffer should be established around these trees to prevent damage (TERR-ASP-GDL 02).

## Meadow Ecosystem

The goal of these treatments is to restore meadow hydrology and functionality through the removal of encroaching conifers, restoration of headcuts, and bank stabilization (as suggested in the 2019 land management plan, p. 145, Aquatic and Riparian Ecosystems proposed and possible actions).

- Live conifers less than 30 inches in diameter will be considered for removal (RCA-MEAD-DC 07).
  - Larger trees, up to 40 inches, can be felled or girdled if they are a seed source and their removal would benefit meadow restoration (TERR-FW-STD 01(b)).
- Generally, conifers growing on upland features such as slightly elevated landforms which do not exhibit features of a meadow will be retained.
  - Features which qualify may include slightly elevated landforms which support vigorous conifer growth and appear to be persistent on the landscape. These may take the form of elevated tree ‘islands’ or ‘stringers’ or abrupt meadow edges with a substantial change in understory vegetation.
- Conifers will only be removed where operations will not irreparably damage meadow hydrologic, soil, and vegetative function and structure. Soil and vegetation protection measures will be used for removal of larger trees such as hand carrying or hauling over-snow.
- Residual slash from conifers may be: piled and burned a minimum of 25’ from any meadow or watercourse, chipped so that chips are removed or blown away from the meadow, lopped and scattered, or removed from site.
  - Up to 5 – 10 trees per acre over 16 inches in diameter at breast height (DBH) may be felled and lopped and scattered within meadows.
  - Trees will be bucked and limbed so the boles lie flush with the meadow to promote decomposition.
- Downed woody material will not occupy more than 1% of the meadow surface as a result of conifer removal activity.
- A limiting operating period will be in place during critical lifecycle times for Yosemite toad and yellow-legged frog after consultation with a Forest Service biologist.

## Sagebrush and Sagebrush-Jeffrey Pine Interface

- Remove encroaching conifers up to 30” to improve habitat and habitat connectivity for sage grouse (TERR-SAGE-DC 04).
- Mow shrubs where the risk of fire would pose a danger to people, infrastructure, and inhibit safe egress.
  - Mowing would be completed by machinery where operability is suitable such as slopes less than 30 percent or areas with limited rocks and boulders.
  - Otherwise, hand removal of shrubs through chainsaws or hand tools will be permitted.
- Leave clumps of shrubs within area to be mowed in irregular patterns.
- Retain a diversity of shrub and ground cover species of different sizes, age and growth habit.

DRAFT

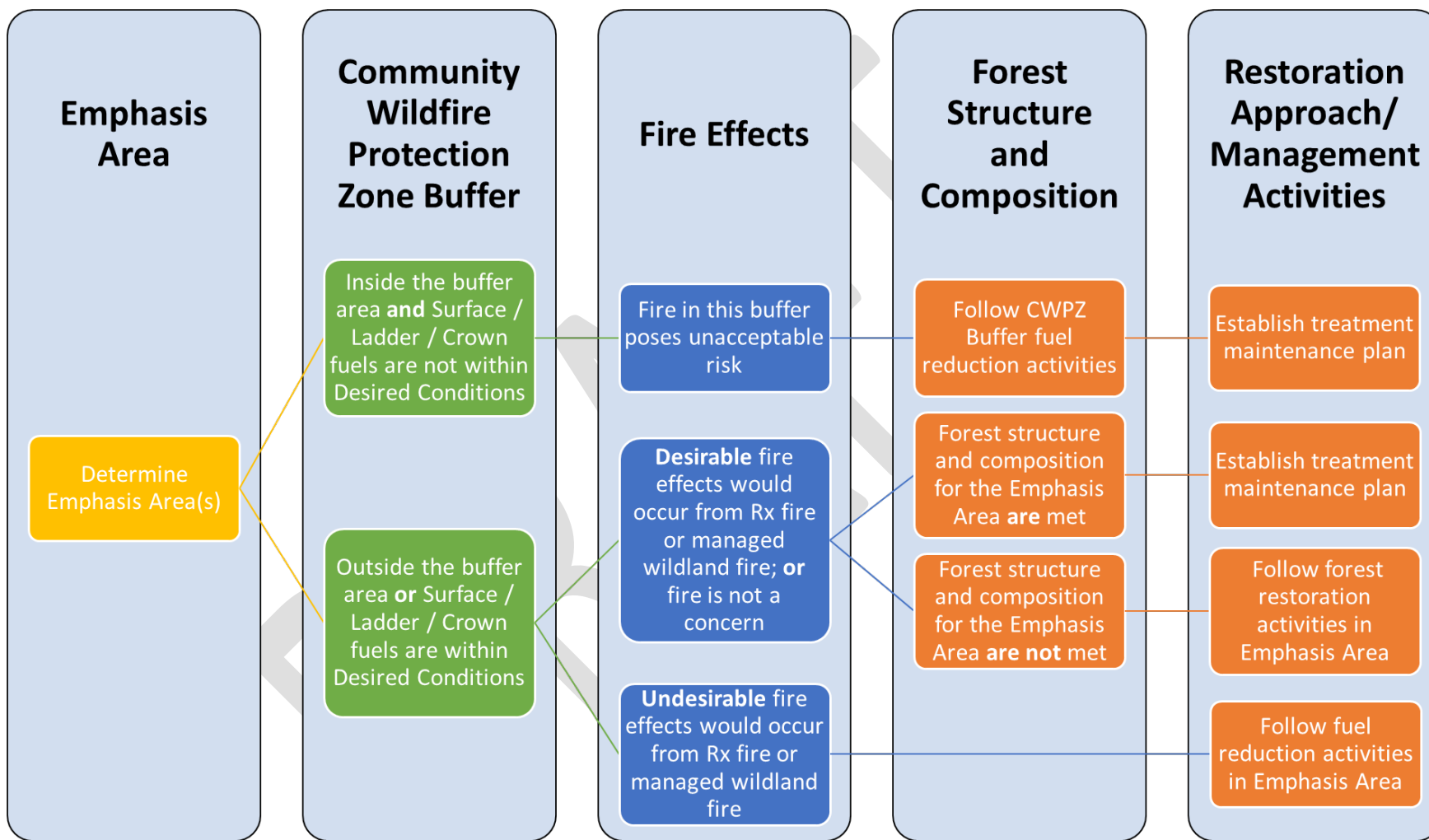
## Decision Matrix

The decision matrix will aid planners in implementing these proposed actions on the ground. This is necessary because across the project area's 55,000 acres requiring treatment, forest conditions, even within an emphasis area, can vary in the required intensity and extent of treatment. Additionally, restoration objectives such as landscape-level heterogeneity are most effectively achieved through fine scale prescriptions. Through varying stocking regimes, species composition, and forest structural elements, one stand at a time, a landscape will develop sustained complexity between active management entries (GTR 270). When land is identified for implementation, the forester or other lead specialist should make several determinations in order to use this decision matrix / implementation plan:

- Strategic Fire Management Zone
- Proximity to communities
- Accessibility
- Ecotype
- Landscape position
- Current conditions
- History of fire and forest management
- Proximity to past treatments

This chart represents the rationale for implementing treatments based on the risk of fire and departure from the desired conditions outlined in the Land Management Plan. The Emphasis Area groups the ground into similar treatment types based on their forest type, dominant vegetation, or specific desired conditions for animals or plants. Project acres within the Community Wildfire Protection Zone Buffer or other specific concerns such as evacuation routes will receive more specific, intensive treatment to reduce the risk to life and property and improve firefighting operations. Treatments are structured to and to restore forest structure and composition, and reduce undesirable fire effects.

Decision Space / Matrix for implementing the proposed actions



## Appendices

### Appendix A – Plan Components

The Inyo National Forest Land Management Plan (2019) has set forth desired conditions, guidelines, standards, and potential management approaches for the emphasis areas outlined in this document. Those plan components are reflected in the proposed actions to ensure consistency with the LMP. Relevant plan components for each emphasis area are listed in the table below.

<b>Emphasis Area</b>	<b>LMP Desired Conditions and Objectives</b>	<b>Other LMP components</b>
Community Wildfire Protection Zone Buffer	MA-CWPZ-DC 01	MA-CWPZ-GOAL 01, 02 MA-CWPZ-GDL 01
Marten, Raptor, or Other Special Habitat	TERR-OLD-DC 02 TERR-SH-DC 01, 02, 03	
Cultural Resource Improvements	TERR-FW-OBJ 03 TERR-FW-DC 11 TERR-PINY DC 05	
Jeffrey Pine Ecosystem	TERR-JEFF-DC 01, 03, 04, 05, 07 TERR-MONT-DC 01, 02, 03 Tables 1-4 TERR-OLD-DC 01, 04, 05, 06, 07	
Dry Mixed Conifer Ecosystem	TERR-DMC-DC 01, 03, 04, 05, 06 TERR-MONT-DC 01, 02, 03 Tables 1-4 TERR-OLD-DC 01, 04, 05, 06, 07	
Red Fir Ecosystem	TERR-RFIR-DC 01, 03, 04, 05, 06, 07 TERR-MONT-DC 01, 02, 03 Tables 1-4 TERR-OLD-DC 01, 04, 05, 06, 07	
Lodgepole Pine (Dry and Mesic) Ecosystem	TERR-LDGP-DC 01, 03, 04, 05, 06, 07, 08, 10 TERR-MONT-DC 01, 02, 03 Tables 1-4 TERR-OLD-DC 01, 04, 05, 06, 07	

Sagebrush and Sagebrush-Jeffrey Pine Interface Ecosystem	TERR-SAGE-DC 04 SPEC-SG-DC 01, 05, 07	SPEC-SG-STD 01, 06, 07
Riparian / Aspen Ecosystems	TERR-ASPN-DC 01, 02, 03 MA-RCA-DC 08 RCA-RIV-DC 06	TERR-ASPN-GDL 01, 02, 03, 04 MA-RCA-STD 02, 09 MA-RCA-GDL 02
Meadow Ecosystem	RCA-MEAD-DC 01, 07, 08	MA-RCA-STD 09
<b>Landscape Considerations</b>		
Terrestrial Ecosystems	TERR-FW-DC 01 – 07, 09 - 11 TERR-FW-OBJ 01 TERR-MONT-DC 01 - 03	TERR-FW-STD 01 TERR-FW-GDL 01, 02 TERR-OLD-GDL 01 TERR-FW PMA's
Fire Management	FIRE-FW-DC 03	FIRE-FW GOAL 01, 03, 05, 07, 08, 10 MA-CWPZ-GDL 01, 02
Animal and Plant Species Invasive Species	SPEC-FW-DC SPEC-SG-OBJ 01 SPEC-SMPF-DC 01, 02	SPEC-FW-STD-01, 02, 03 INV-FW-STD-03 INV-FW-GDL-01
Conservation Watershed	MA-CW-DC 02 MA-CW-OBJ 01	MA-CW PMA's
Timber Planning and Suitability	TIMB-FW-DC 01, 02 TIMB-FW-OBJ 01	TIMB-FW-GDL 01-03 TIMB-FW PMA's
Community Engagement	LOC-FW-DC 01, 02, 04, 05	LOC-FW-GOAL 02

## Appendix B – Individuals, Clumps, and Openings

Individuals, clumps, and openings is a description of a forest structural composition and a management approach to restoring forest heterogeneity in dry forest ecosystems where fire was a frequent occurrence.

The abundance of each of these components is not derived specifically from the pattern but should be guided by moisture availability and carrying capacity of each forest. For example, valley bottoms and low slopes are likely to contain greater moisture availability and so could contain a higher abundance of trees (TERR-FW-GDL 01, TERR-OLD-DC 04). The higher end of a basal area target is to allow for the presence of many large diameter trees.



Figure B-1 – A Jeffrey pine ecosystem type displaying desired spatial pattern and heterogeneity. On the left a clump of Jeffrey pines with little surrounding vegetation or ladder fuels. Right of center an individual tree is growing in full sun with only two small trees nearby which may end up as a clump in the future. On the right an opening in full sun allows small Jeffrey pine regeneration. Photo by: Marc Meyer



Figure B-2 – A red fir ecosystem type displaying desired spatial pattern and heterogeneity. There is a higher stem density here but mostly composed of large diameter trees. A higher proportion of clumps exist and are composed of pine and fir tree species but still maintain space between them where regeneration can grow with few individuals. Snags and other structures exist that are beneficial for wildlife habitat. Photo by: Marc Meyer



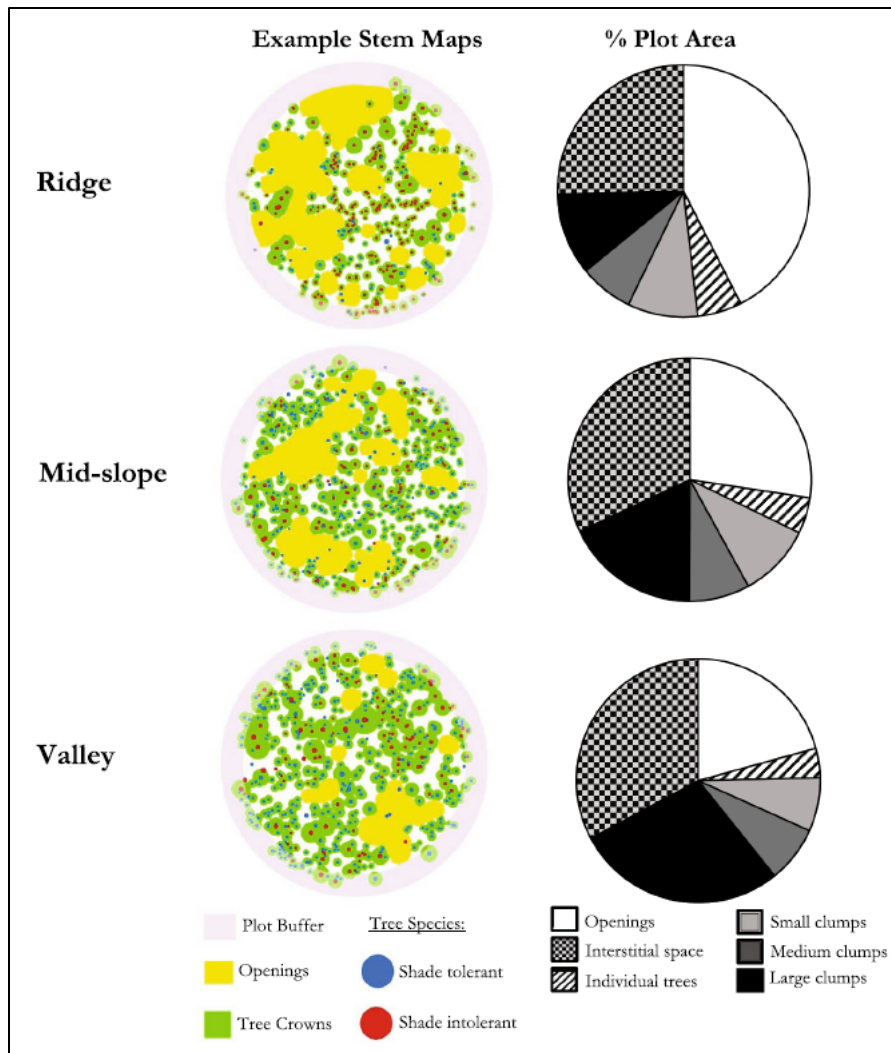


Figure B-3 – A diagrammatic representation of forest structure and species composition according to landscape position. Ridges tend to have little available moisture while mid-slopes have more available moisture and valleys have the most. The increase of shade intolerant trees also indicates a longer fire return interval allowing these trees to survive to maturity. Graphic from:

Ng, Jan, et al. "Topographic variation in tree group and gap structure in Sierra Nevada mixed-conifer forests with active fire regimes." *Forest Ecology and Management* 472 (2020): 118220.

## Appendix C – Forest Structures Beneficial to Wildlife

Pictures and descriptions are from:

Walsh, D. and M. North. 2012. Appendix: Examples of forest structures that may provide wildlife habitat. Pages 177-184 in M. North (ed.) *Managing Sierra Nevada Forests*, General Technical Report PSW-GTR-237. USDA Forest Service, Pacific Southwest Research Station, Albany, CA. 184 pp.



Figure C-1—Live tree with hollow structure. The tree has an old dead top with cavity nests and a new healthy top leader grown up alongside, providing some shelter. The tree is healthy overall with a high live crown ratio and no ladder fuel concern.

*Dana Walsh*



Figure C-2—Live tree with decay. The tree has a potential platform nest site that is somewhat protected by adjacent trees. This site could be used for nesting or could break and provide a platform for nests or for roosting.

## Appendix D – Desirable, Acceptable, Undesirable Trees

These are physical characteristics to consider when selecting trees to retain. The emphasis on Desirable trees for retention is to ensure healthy and vigorous trees are recruited into larger size classes and that these trees are most likely to survive increasing drought, fire, and bark beetle stressors. However, Acceptable and Non-Desirable trees play an important role in the ecosystem and will not be completely removed.

<b>Evaluation Criteria</b>	<b>Desirable</b>	<b>Acceptable</b>	<b>Non-Desirable</b>
<b>Live Crown Ratio</b>	>40% for Jeffrey pine >50% for other species	25 – 40% for Jeffrey pine 35 – 50% for other species	<25% for Jeffrey pine <35% for other species
<b>Crown Class</b>	Dominant or Co-dominant	Intermediate	Suppressed or Overtopped
<b>Form Defects</b>	NONE	MINOR – (no significant weakening or toppling of the tree anticipated resulting from crooks, sweeps, or tight forks etc.)	MAJOR – (significant weakening or toppling of tree anticipated; severe sweeps, crooks, or forks in lower 2/3 of tree)
<b>Hawksworth Dwarf Mistletoe Rating (DMR)</b>	NONE	Jeffrey pine – DMR < 3 Other species – DMR < 2	Jeffrey pine – DMR > 3 Other species – DMR > 2 Trees < 6” dbh with any signs of dwarf mistletoe infection Trees < 6” dbh immediately adjacent to DMR > 3 trees
<b>Damaging Agents</b>	NONE	Bark missing from < 50% of tree bole circumference Some evidence of bark beetle activity along tree bole; tree appears healthy Fire kill of cambium on < 50% of bole circumference or crown scorch on the lower 2/3 of tree crown	Bark missing from > 50% of tree bole circumference Bark beetle activity along majority of tree bole Fire kill of cambium on > 50% of bole circumference or crown scorch on the lower 3/4 of tree crown

**Wildlife Trees** – Trees > 20” with existing cavities, dead tops, lightning scars, or structures beneficial to wildlife, and any trees with raptor nests, are considered desirable and should be retained.



## STAFF REPORT

**To:** ESCOG Joint Powers Authority

**From:** Elaine Kabala, ESCOG Staff

**Subject:** Consideration of an Agreement with the National Fish and Wildlife Foundation for the Buttermilk Recreation Planning and Infrastructure Initiative

**Meeting date:** May 6, 2022

**Prepared on:** May 2, 2022

**Attachments:** A) National Fish and Wildlife Foundation Grant Agreement  
B) Buttermilk Infrastructure and Recreation Planning Grant Application

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### **BACKGROUND/HISTORY:**

On August 6, 2021, the ESCOG submitted a grant application to the National Fish and Wildlife Foundation 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 grant in the amount of \$247,300 has been conditionally awarded to the ESCOG, pending approval of the attached agreement. The grant award includes a matching contribution of \$221,000 to be satisfied by in-kind contributions of the Sierra Nevada Conservancy funded Sustainable Recreation and Tourism Initiative and "A Changing Climate | Vulnerability in California's Eastern Sierra" planning efforts. The budget includes \$83,300 for construction of a replacement toilet for the primitive pit toilet currently in place, and \$147,500 for recreation planning.

### **ANALYSIS/DISCUSSION:**

The Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) will deploy recreation infrastructure improvements and focused recreation planning in the Buttermilk Bouldering Area as well as long-term conceptual recreation planning in the Buttermilk Project Area within the Eastern Sierra's Buttermilk subregion, a sensitive high desert ecosystem in the headwaters of the Owens watershed, which also supplies water to the Los Angeles Department of Water and Power (LADWP). Outcomes of the BIRPI

will harden and enhance the resilience of the Owens watershed to the effects of human activity, outdoor recreation, and climate change with the implementation of sustainable outdoor recreation programs and infrastructure through the aligned, cross jurisdictional, and collaborative working relationships of citizen stakeholders, public agencies, and tribes, including Inyo National Forest, the LADWP, the Bureau of Land Management, Inyo County, the City of Bishop, and the Bishop Paiute Tribe.

Immediate recreation infrastructure improvements in the Buttermilk Bouldering Area will include the replacement and/or installation of toilets to address the needs of human sanitation. A focused collaborative and stakeholder driven planning effort will identify opportunities to mitigate the impacts of human activity on natural resources through formalized system trails, signage and kiosks, and soft surface parking. Conceptual recreation planning in the Buttermilk Project Area will focus on the interconnected nature of recreation activities within the Owens watershed and the identification of needs and gaps for future recreation infrastructure improvements. The conceptual planning effort will be a stakeholder driven collaborative effort, including data collection to document informal/unofficial recreation impacts such as use trails, roads, and unofficial parking opportunities. Desired project outcomes – to enhance the resilience of natural resources in the Owens watershed to the effects of human activity, outdoor recreation, and climate change through the implementation of sustainable outdoor recreation programs and infrastructure – will be achievable through aligned partnerships and a decade’s worth of collaborative investment by the Inyo National Forest, the Los Angeles Department of Water and Power, Inyo County, the City of Bishop, the Bishop Paiute Tribe, and the dedicated, responsible advocacy of organizations like the Access Fund and the Bishop Climbers Coalition.

**BUDGET IMPACTS:**

The grant award is for \$ \$247,300.00. The budget includes \$16,500.00 for ESCOG staff administration of the grant.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Staff requests the ESCOG Board approve the agreement with the National Fish and Wildlife Foundation for implementation of the Buttermilk Infrastructure and Recreation Planning Initiative.

Attachment A

	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>		<b>1. NFWF PROPOSAL ID:</b> 73712	<b>2. NFWF GRANT ID:</b> 0809.22.073712
			<b>3. UNIQUE ENTITY IDENTIFIER (UEI)</b> ZZWPNJNHUA15	<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A
<b>5. SUBRECIPIENT TYPE</b> State or Local Government			<b>6. NFWF SUBRECIPIENT</b> Eastern Sierra Council of Governments (ESCOG)	
<b>7. NFWF SUBRECIPIENT CONTACT</b>			<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b>	
Elaine Kabala Eastern Sierra Council of Governments (ESCOG) 437 Old Mammoth Rd. Suite 230 #1609 Mammoth Lakes, CA 93546 Tel: 323-652-0390 ekabala@escog.ca.gov			Oleksandr Faryga National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Oleksandr.Faryga@nfwf.org	
<b>9. PROJECT TITLE</b> Infrastructure and Recreation Planning in the Buttermilk Region of Inyo National Forest (CA)				
<b>10. PROJECT DESCRIPTION</b> Improve infrastructure in the Buttermilk Bouldering Area and develop long-term recreation planning in the in the Buttermilk subregion of the Inyo National Forest. Project will address immediate infrastructure needs by replacing and/or installing toilets and enhance the resilience of the Owens watershed to the effects of human activity by organizing a collaborative planning effort with partners to implement sustainable outdoor recreation programs and infrastructure.				
<b>11. PERIOD OF PERFORMANCE</b> April 15, 2022 to October 31, 2023		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$247,300.00	<b>13. TOTAL FED. FUNDS</b>  N/A	<b>14. TOTAL NON-FED. FUNDS</b>  \$247,300.00
<b>15. FEDERAL MATCH REQUIREMENT</b> \$0.00			<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$221,000.00	
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>				
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
<b>18. TABLE OF CONTENTS</b>				
<b>SEC.</b>	<b>DESCRIPTION</b>			
1	<b>NFWF Agreement Administration</b>			
2	<b>NFWF Agreement Clauses</b>			
3	<b>Representations, Certifications, Obligations, and Other Statements – General</b>			
4	<b>Representations, Certifications, and Other Statements Relating to Federal Funds- General</b>			
5	<b>Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific</b>			
6	<b>Other Representations, Certifications, Statements and Clauses</b>			

## Attachment A

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
Los Angeles Department of Water and Power	ST.R023	6/15/2021	N/A	\$1,000,000.00	\$247,300.00	12/15/2023	N/A

### 20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>		<b>D. NAME AND TITLE OF NFWF AWARDING OFFICIAL</b>	
		Holly A Bamford, Ph.D., Chief Conservation Officer	
<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>
<i>NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).</i>			

See Reporting Schedule on the following page.



## Attachment A

### 21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Submit Interim Financial Report	10/15/2022 12:00:00 AM
Submit Interim Programmatic Report (New Metrics)	4/15/2023 12:00:00 AM
Submit Annual Financial Report	4/15/2023 12:00:00 AM
Submit Interim Financial Report	10/15/2023 12:00:00 AM
Submit Final Financial Report	1/31/2024 12:00:00 AM
Submit Final Programmatic Report (New Metrics)	1/31/2024 12:00:00 AM



## **SECTION 1 NFWF AGREEMENT ADMINISTRATION**

### **1.1. Amendments.**

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

#### **1.1.1. Budget Amendment Request.**

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

#### **1.1.2. Extension of Performance Period.**

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

### **1.2. Matching Contributions.**

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

**1.2.1. Documentation and Reporting of Matching Contributions.**

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

**1.2.2. Assessing Fair Market Value.**

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

**1.3. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

**1.3.1. Reimbursements.**

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

**1.3.2. Advances.**

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

**1.3.3. Interest.**

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

## **1.4. Reports.**

### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.3. Annual Financial Report.**

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the

## Attachment A

photograph was taken, the location of the photographed image, caption, photocredit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

### **1.5. Reports and Payment Requests.**

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

### **1.6. Record Retention and Access.**

#### **1.6.1. Retention Requirements for Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as

## Attachment A

the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

### **1.6.2. Access to Records.**

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

## **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

## **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

## **2.8. Evaluation.**

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information



to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

## **2.9. Intellectual Property.**

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications.

## **2.10. System for Award Management (SAM) Registration.**

The NFWF Subrecipient must maintain an active SAM registration at [www.SAM.gov](http://www.SAM.gov) until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

## **2.11. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

## **2.12. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

## **2.13. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

**2.14. Choice of Law/Jurisdiction.**

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

**2.15. Stop Work.**

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

**2.16. Termination.**

**2.16.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.16.1.1.** the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.16.1.2.** the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.16.1.3.** suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.16.1.4.** any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

**2.16.1.5.** NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

**2.16.1.6.** after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed

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upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

**2.16.1.7.** if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.16.2.** Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

**2.16.3.** In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.16.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.16.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.16.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.16.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

**2.16.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

**2.16.3.6.** Return to NFWF any unobligated portion of the Award.

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### **2.17. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

### **2.18. Severability.**

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

### **2.19. Interpretation and Construction.**

**2.19.1.** This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

**2.19.2.** The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

**2.19.3.** Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.19.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.19.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL**

### **3.1. Binding Obligation.**

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

### **3.3. Compliance with Laws.**

#### **3.3.1. In General.**

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

#### **3.3.2. Compliance with Anti-Corruption Laws.**

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

#### **3.3.3. Compliance with Anti-Terrorism Laws.**

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at

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[http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

### **3.3.4. Compliance with Additional Laws and Restrictions.**

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

### **3.4. Subrecipient Debarment and Suspensions.**

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

### **3.5. Conflicts of Interest.**

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

### **4.2. 2 CFR § 200 Subpart F Audits.**

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

### **4.3. Real and Personal Property.**

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

### **4.4. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

### **4.5. Trafficking in Persons.**

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

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including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
  - a. *Provisions applicable to a recipient that is a private entity.*
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - c. *Provisions applicable to any recipient.*
    1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and



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- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### **4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

### **4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

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to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

### **4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

### **4.9. 43 CFR §18 New Restrictions on Lobbying.**

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

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

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

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

**4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.**

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

**4.11. Drug-Free Workplace.**

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

**4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

**4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

## **SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES**

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.



EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

**Grant Information**

**Title of Project**

Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

<b>Total Amount Requested</b>	\$ 247,300.00
<b>Matching Contributions Proposed</b>	\$221,000.00
<b>Proposed Grant Period</b>	04/15/ 2022 - 10/31/ 2023

**Project Description**

The Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) will deploy recreation infrastructure improvements and focused recreation planning in the Buttermilk Bouldering Area as well as long-term conceptual recreation planning in the Buttermilk Project Area within the Eastern Sierra’s Buttermilk subregion, a sensitive high desert ecosystem in the headwaters of the Owens watershed, which also supplies water to the Los Angeles Department of Water and Power (LADWP). Outcomes of the BIRPI will harden and enhance the resilience of the Owens watershed to the effects of human activity, outdoor recreation, and climate change with the implementation of sustainable outdoor recreation programs and infrastructure through the aligned, cross jurisdictional, and collaborative working relationships of citizen stakeholders, public agencies, and tribes, including Inyo National Forest, the LADWP, the Bureau of Land Management, Inyo County, the City of Bishop, and the Bishop Paiute Tribe.

**Project Abstract**

Immediate recreation infrastructure improvements in the Buttermilk Bouldering Area will include the replacement and/or installation of toilets to address the needs of human sanitation. A focused collaborative and stakeholder driven planning effort will identify opportunities to mitigate the impacts of human activity on natural resources through formalized system trails, signage and kiosks, and soft surface parking. Conceptual recreation planning in the Buttermilk Project Area will focus on the interconnected nature of recreation activities within the Owens watershed and the identification of needs and gaps for future recreation infrastructure improvements. The conceptual planning effort will be a stakeholder driven collaborative effort, including data collection to document informal/unofficial recreation impacts such as use trails, roads, and unofficial parking opportunities. Desired project outcomes - to enhance the resilience of natural resources in the Owens watershed to the effects of human activity, outdoor recreation, and climate change through the implementation of sustainable outdoor recreation programs and infrastructure – will be achievable through aligned partnerships and a decade’s worth of collaborative investment by the Inyo National Forest, the Los Angeles Department of Water and Power, Inyo County, the City of Bishop, the Bishop Paiute Tribe, and the dedicated, responsible advocacy of organizations like the Access Fund and the Bishop Climbers Coalition.

**Organization and Primary Contact Information**

Organization	Eastern Sierra Council of Governments (ESCOG)
Organization Type	State or Local Government
City, State, Country	„



## Attachment B

EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

Region (if international)

**Primary Contact**

Position/Title

Phone and E-mail

Elaine Kabala

x ; ekabala@escog.ca.gov

**Additional Contacts**

Role	Name
Other Authorized Personnel	Elaine Kabala



EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

**Project Location Information**

Project Location Description      The 44.5 square mile Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) Project Area is in Inyo County CA just west of the city of Bishop. The project area is made up of Inyo National Forest, Bureau of Land Management, and Los Angeles Department of Water and Power managed lands.

Project Country(ies)                North America - United States

Project State(s)                        California

Project Congressional District(s)    District 8 (CA)

**Permits and Approvals**

Permits/Approvals Description:      RESOLUTION NO. 20-03

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

APPROVED AND ADOPTED  
THIS 16th day of October 2020

Permits/Approvals Status:            Completed

Permits/Approvals Agency-Contact Person:    Angela Plaisted, Town of Mammoth Lakes

Permits/Approvals Submittal-Approval Date:    10/16/2020

Permits/Approvals Description:      DECISION NOTICE & FINDING OF NO SIGNIFICANT IMPACT  
BUTTERMILK TOILET  
U.S. FOREST SERVICE  
WHITE MOUNTAIN RANGER DISTRICT  
INYO COUNTY CA





NFWF

## Attachment B

EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

Permits/Approvals Status:	Completed
Permits/Approvals Agency-Contact Person:	Lesley Yen, White Mountain Ranger District
Permits/Approvals Submittal-Approval Date:	06/07/2013
Permits/Approvals Description:	NOTICE OF A JOINT POWERS AGREEMENT for the Eastern Sierra Council of Governments
Permits/Approvals Status:	Completed
Permits/Approvals Agency-Contact Person:	Jeff Griffiths, ESCOG
Permits/Approvals Submittal-Approval Date:	01/07/2020



EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

**Activities and Outcomes**

**Funding Strategy: Habitat Management**

Metric: CA - Green Infrastructure - miles trails developed/improved

Required: Recommended

Description: Enter the number of miles of trails developed or improved

<b>Starting Value</b>	0.00 miles trails developed/improved
<b>Target value</b>	1.50 miles trails developed/improved

Note:

**Funding Strategy: Habitat Management**

Metric: CA - Improved management practices - Acres under improved management

Required: Recommended

Description: Enter the number of acres treated with limbing / thinning / removal of vegetation. Treatment of areas that are impacted by disease or insect infestation should be captured under "Removal of infected individuals - Acres restored" instead.

<b>Starting Value</b>	0.00 Acres under improved management
<b>Target value</b>	35.00 Acres under improved management

Note:

**Funding Strategy: Capacity, Outreach, Incentives**

Metric: CA - Outreach/ Education/ Technical Assistance - # people reached

Required: Recommended

Description: Enter the number of people reached by outreach, training, or technical assistance activities

<b>Starting Value</b>	0.00 # people reached
<b>Target value</b>	2000.00 # people reached

Note:

**Funding Strategy: Planning, Research, Monitoring**

Metric: CA - Research - Acres assessed



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## Attachment B

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National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

Required: Recommended

Description: Enter the number of acres assessed

<b>Starting Value</b>	0.00 Acres assessed
<b>Target value</b>	28500.00 Acres assessed

Note:

**Funding Strategy: Capacity, Outreach, Incentives**

Metric: CA - Volunteer participation - # volunteers participating

Required: Recommended

Description: Enter the number of volunteers participating in projects

<b>Starting Value</b>	5.00 # volunteers participating
<b>Target value</b>	50.00 # volunteers participating

Note:

Attachment B



EasyGrantsID: 73712  
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Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
 Organization: Eastern Sierra Council of Governments (ESCOG)

**I. PERSONNEL \$0.00**

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals \$0.00 \$0.00 \$0.00

**II. TRAVEL \$0.00**

Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



Attachment B

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Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
 Organization: Eastern Sierra Council of Governments (ESCOG)

**Rental Car – Per Day**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
<b>SubTotal</b>				<b>\$0.00</b>

**Taxis – Per Trip**

Purpose/Destination	Unit Cost	Quantity	Total Cost
<b>SubTotal</b>			<b>\$0.00</b>

**Mileage – Per Mile**

Purpose/Destination	Unit Cost	Quantity	Total Cost
<b>SubTotal</b>			<b>\$0.00</b>

**Gasoline – Per Gallon**

Purpose/Destination	Unit Cost	Quantity	Total Cost
<b>SubTotal</b>			<b>\$0.00</b>

**Per Diem (M&IE) – Per Day**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
<b>SubTotal</b>				<b>\$0.00</b>



Attachment B

EasyGrantsID: 73712  
 National Fish and Wildlife Foundation –  
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 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
 Organization: Eastern Sierra Council of Governments (ESCOG)

**Lodging – Per Night**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

**SubTotal** **\$0.00**

**Meals (no M&IE) – Per Meal**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

**SubTotal** **\$0.00**

**III. EQUIPMENT \$0.00**

Item Name	Description	Unit Cost	Quantity	Total Cost

**IV. MATERIALS & SUPPLIES \$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

**V. CONTRACTUAL SERVICES \$247,300.00**

**Subcontract/Contract – Per Agreement**

Contractor Name	Description	Total Cost
Elaine Kabala	Contracted Staff for ESCOG Administrative Services	\$16,500.00
TBD	Toilet Infrastructure	\$83,300.00
TBD	Conceptual Planning: Trails, Signage, Parking	\$20,000.00



Attachment B

EasyGrantsID: 73712  
 National Fish and Wildlife Foundation –  
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 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
 Organization: Eastern Sierra Council of Governments (ESCOG)

TBD	Enviromental Analysis + Decision: Trails, Signage,	\$7,500.00
TBD	Trail Implementation	\$5,000.00
TBD	Signage and Kiosk Implementation	\$15,000.00
TBD	Parking Implementation	\$25,000.00
TBD	Conceptual Recreation Planning for Subregion	\$75,000.00

**SubTotal** **\$247,300.00**

**Subgrant – Per Agreement**

Subrecipient	Description	Total Cost

**SubTotal** **\$0.00**

**VI. OTHER DIRECT COSTS** **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

**VII. TOTAL DIRECT COSTS** **\$247,300.00**

**VIII. INDIRECT COSTS** **\$0.00**

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

**IX. TOTAL PROJECT COSTS** **\$247,300.00**

## Attachment B



Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
Organization: Eastern Sierra Council of Governments (ESCOG)

EasyGrantsID: 73712  
National Fish and Wildlife Foundation –  
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## Attachment B

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National Fish and Wildlife Foundation –  
California Forests: Headwater Resilience  
2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
Organization: Eastern Sierra Council of Governments (ESCOG)

### Budget Narrative

#### Budget Narrative:

##### 1. Personnel

Personnel -

##### 2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -

##### 3. Equipment

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Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA  
Organization: Eastern Sierra Council of Governments (ESCOG)

Equipment -

#### 4. Materials and Supplies

Materials and Supplies -

#### 5. Contractual Services

Subcontract/Contract - Per  
Agreement -

Contracted Staff for ESCOG Administrative Services

Administrative services for grants awarded to the Eastern Sierra Council of Governments (ESCOG) are provided via contract. Elaine Kabala is currently under contract to the ESCOG, and her scope of work includes the following: "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." Administration and management of this grant should it be awarded is estimated at 275 hours.

Toilet Infrastructure

ESCOG will use its procurement process to identify an appropriate contractor to replace and install 2 toilets in the Buttermilk Bouldering Area to address the needs of human sanitation as identified by the existing USFS environmental document "Buttermilks toilet EA (2011)". The cost estimate is based on USFS costs estimates for installation and/or replacements of one toilet in 2011 at \$8,300 per unit with a second toilet based on the Inyo NF Engineer's Estimate of \$75,000. Total costs estimate for 2 units @ \$83,300 include adjustments for inflation.



Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

#### Conceptual Planning: Trails, Signage, Parking

ESCOG will use its procurement process to identify an appropriate contractor to convene stakeholders, facilitate, and then document the results of a planning effort to mitigate the impacts of human activity by identifying the opportunities for system trails, signage and kiosks, and soft surface parking in the Buttermilk Bouldering Area. Cost estimate of \$20,000 is based on analogous efforts in the region including the Collaborative Alternative Team (CAT) which was engaged for the successful Inyo National Forest Travel Management Decision (2009) and the Eastern Sierra Recreation Collaborative (ESRC) which was focused on Inyo National Forest Management Planning in 2014 - 2016 and was supported by a grant from the National Forest Foundation (NFF).

#### Environmental Analysis + Decision: Trails, Signage, Parking

ESCOG will use its procurement process to identify an appropriate contractor to conduct field studies as may be required by the relevant decision makers for environmental decisions (NEPA or CEQA) to implement actions based on the documented results of the "Conceptual Planning: Trails, Signage, Parking" effort identified in this application. Cost estimate of \$7,500 is a placeholder based on assumptions that the "Conceptual Planning: Trails, Signage, Parking" will not identify any actions requiring additional environmental analysis. RFQ/RFP will not be issued and funds will not be spent if no additional environmental analysis is required.

#### Trail Implementation

ESCOG will use its procurement process to identify an appropriate contractor to implement trail delineation and construction projects to mitigate unofficial human activities as recommended by the "Conceptual Planning: Trails, Signage, Parking" effort and supported by appropriate environmental decisions as issued by the relevant land management agencies in the Buttermilk Bouldering Area. Cost estimate of \$5,000 is based on analogous regional efforts and the identification of existing use trails by the Access Fund, Bishop Climbers Coalition, and the Climbing Rangers Program. Substantial volunteer participation in this effort is anticipated.

#### Signage Implementation

ESCOG will use its procurement process to identify an appropriate contractor to implement signage and kiosk implementation and construction projects to mitigate unofficial human activities as recommended by the "Conceptual Planning: Trails, Signage, Parking" effort and supported by appropriate environmental decisions as issued by the relevant land management agencies in



Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

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the Buttermilk Bouldering Area. Cost estimate of \$15,000 is based on analogous regional efforts including existing signing efforts on site and the soft surface signage program of the Mammoth Lakes Trail System. Substantial volunteer participation in this effort is anticipated.

#### Parking Implementation

ESCOG will use its procurement process to identify an appropriate contractor to mitigate unofficial human activities by implementing soft surface parking solutions as recommended by the "Conceptual Planning: Trails, Signage, Parking" effort and supported by appropriate environmental decisions as issued by the relevant land management agencies in the Buttermilk Bouldering Area. Cost estimate of \$25,000 is based on analogous regional efforts.

#### Conceptual Recreation Planning for Buttermilk Project Area

ESCOG will use its procurement process to identify an appropriate contractor to document current conditions (official and unofficial), convene stakeholders, facilitate, and then document the results of a conceptual recreation planning effort in the Buttermilk Project Area that will identify projects to mitigate and support human recreation activities that will protect valuable watersheds and conserve precious natural resources. Scope of work will include: Data collection and development of informal and unofficial recreation impacts using GIS systems (use trails, unofficial parking, etc); inclusion of corporate GIS data including watershed and relevant recreation infrastructure from relevant land management agencies and authorities; mapping of all developed GIS data for use with stakeholder efforts; convening and professional facilitation of willing stakeholders including participation by relevant land management agencies; documentation of conceptual recommendations in a final report available both as a PDF document and an online/web based presence. Cost estimate of \$75,000 is based on analogous efforts in the region including the Collaborative Alternative Team (CAT) which was engaged for the successful Inyo National Forest Travel Management Decision (2009); the Sherwins Working Group and its award winning Sherwins Area Recreation Plan (SHARP) in Mammoth Lakes (2009); the Eastern Sierra Recreation Collaborative (ESRC) which was focused on Inyo National Forest Management Planning and was supported by a grant from the National Forest Foundation (2014 - 2016)); and the "Sustainable Recreation and Tourism Initiative: Regional Recreation Stakeholder Engagement" (2019-2021)

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Subgrant - Per Agreement -

## 6. Other Direct Costs

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Other Direct Costs -

**7. Indirect Costs**

Indirect Costs -



Attachment B

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National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

**Matching Contributions**

<b>Matching Contribution Amount:</b>	\$161,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Received
<b>Source:</b>	State of California / Sierra Nevada Conservancy
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	The Eastern Sierra depends on ecosystems for its recreation-based economy. Climate change is a threat due to increased natural hazards. “A Changing Climate   Vulnerability in California’s Eastern Sierra” documents these threats.

<b>Matching Contribution Amount:</b>	\$60,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Received
<b>Source:</b>	State of California / Sierra Nevada Conservancy
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	An 18-month regional effort to identify sustainable recreation project ideas yielded 183 results, along with the public’s desirability scores for stewardship, access, and community benefit. Funded by the Sierra Nevada Conservancy.

<b>Total Amount of Matching Contributions:</b>	\$221,000.00
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# NFWF

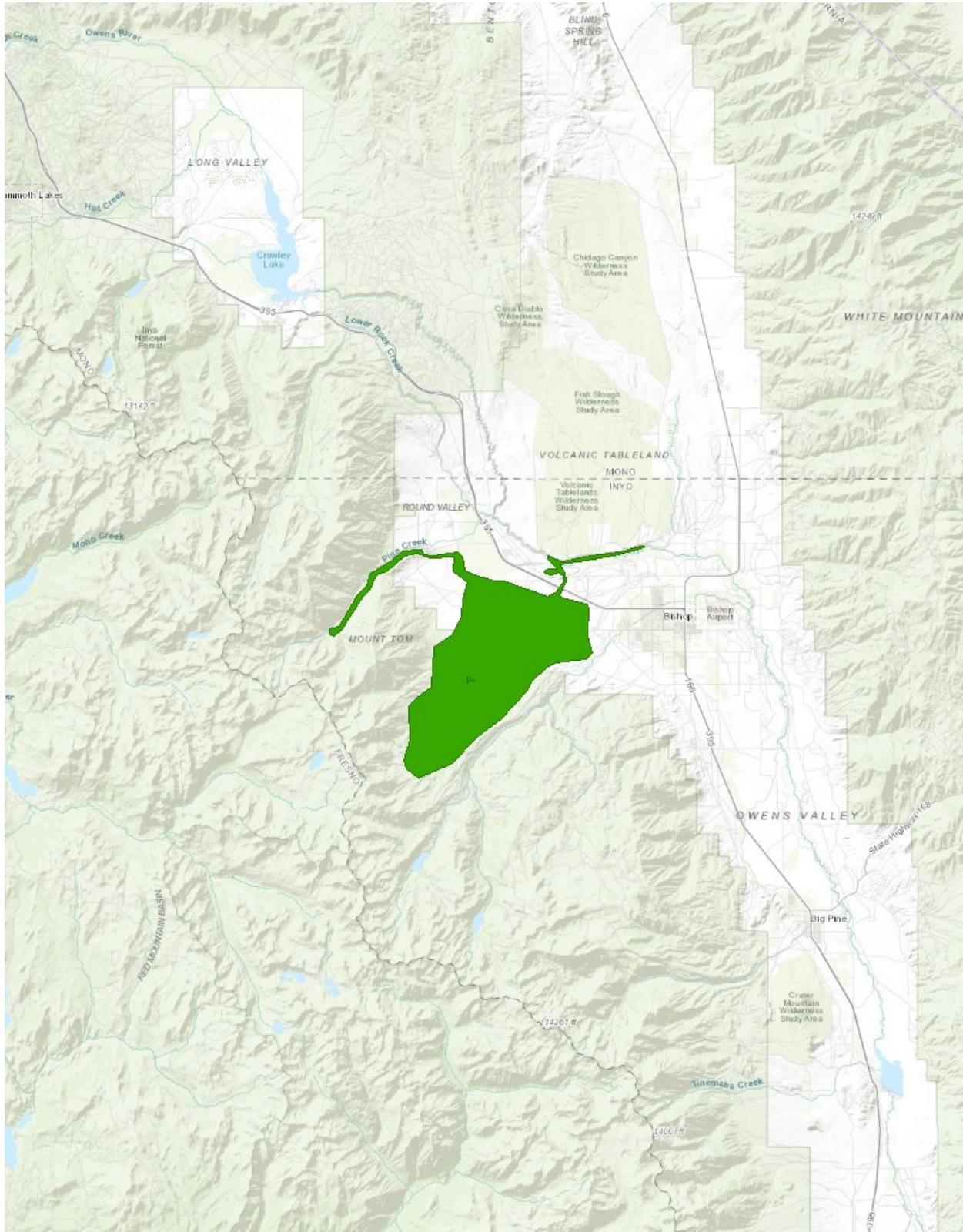
## Attachment B

EasyGrantsID: 73712

National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

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Attachment B

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National Fish and Wildlife Foundation – California Forests: Headwater Resilience 2021, Full Proposal

Title: Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) - CA

Organization: Eastern Sierra Council of Governments (ESCOG)

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
Full Proposal Narrative	705_03_Buttermilk_FullProposalNarrative_210804_01_FINAL (1).docx	Kabala, Elaine	08/04/2021
Project Map	705_BIRPI_PA_210802.pdf	Kabala, Elaine	08/03/2021
Letters of Support	705_03~3.PDF	Kabala, Elaine	08/05/2021
Statement of Litigation	ESCOG_Buttermilks_Statement+of+Litigation_01.pdf	Kabala, Elaine	08/03/2021
Board of Trustees, Directors, or equivalent	0346_001.pdf	Kabala, Elaine	08/03/2021
Applicant Controls Questionnaire	0354_001.pdf	Kabala, Elaine	08/03/2021
Other Documents	Attachment A ESCOG Financial Summary v2.pdf	Kabala, Elaine	08/03/2021

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.





### Full Proposal Project Narrative

**Instructions:** Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed six (6) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

1. **Activities:** Elaborate on the primary activities that will be employed through the grant. Explain how these activities are expected to lead to the outcome(s). Describe how these activities relate to established plans (management, conservation, recovery, etc.) and priority conservation needs in the specific project location.

#### What are the primary activities that will be employed through the grant?

The Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) will address the need for immediate recreation planning and infrastructure improvements in the Buttermilk Bouldering Area as well as long-term conceptual recreation planning in the Buttermilk Project Area, both of which reside within the Eastern Sierra's Buttermilk subregion, a sensitive high desert ecosystem in the headwaters of the Owens watershed, which supplies water to the Los Angeles Department of Water and Power (LADWP) and millions of Los Angeles residents and ratepayers in the LADWP service area.

Immediate recreation infrastructure improvements in the Buttermilk Bouldering Area will be informed by an Environmental Assessment conducted by the Inyo National Forest in 2011 ("Environmental Assessment, Buttermilk Toilet Construction Project, USDA Forest Service White Mountain Ranger District, Inyo National Forest, Inyo County, CA"). Immediate improvements will include the replacement and/or installation of toilets to address the needs of human sanitation. A focused collaborative and stakeholder driven planning effort will identify opportunities to mitigate the impacts of human activity on natural resources through formalized system trails, signage and kiosks, and soft surface parking. The appropriate and legally required environmental analysis and decisions will inform the subsequent implementation of the trails, signage and kiosks, and soft surface parking solutions identified by the planning effort.

Conceptual recreation planning in the Buttermilk Project Area – which 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 – will focus on the interconnected nature of recreation activities in the Project Area and the documentation of needs and gaps for future recreation infrastructure improvements. The conceptual planning effort will be a stakeholder driven collaborative effort, including GIS data collection to document informal/unofficial recreation impacts such as use trails, roads, and unofficial parking opportunities; inclusion of corporate GIS datasets from relevant land management agencies and authorities including watershed and existing recreation infrastructure; mapping of all developed GIS data for use with a collaborative stakeholder driven planning process; convening of willing stakeholders at professionally facilitated public meetings including participation by relevant land management agencies; and documentation of the conceptual recommendations in a final report available both as a document and an online presence such as a GIS Storymap.

#### How will the primary activities lead to the outcome?

## Attachment B

The desired outcomes of the BIRPI are to harden and enhance the resilience of natural resources in the Owens watershed to the effects of human activity, outdoor recreation, and climate change through the implementation of sustainable outdoor recreation programs and infrastructure. These outcomes will only be possible through aligned, cross jurisdictional, and collaborative working relationships between citizen stakeholders, public agencies, and tribes which for the BIRPI include the Inyo National Forest, the Los Angeles Department of Water and Power, the Bureau of Land Management, Inyo County, the City of Bishop, and the Bishop Paiute Tribe. Aligned and functional working relationships are the operational definition of sustainable recreation as defined by the U.S Forest Service (“Connecting People with America’s Great Outdoors: A Framework for Sustainable Recreation, 2012”). The primary activities identified in this application will address specific and identified needs in the Buttermilk Bouldering Area, a highly desired recreation destination: human sanitation; formalize a network of use trails into the Inyo National Forest’s trail system allowing for citizen stewardship and maintenance efforts; implement a system of wayfinding signage and interpretive kiosks to inform recreationists on appropriate use and etiquette; and implement ancillary solutions such as soft surface parking, and all through a collaborative planning effort. Conceptual recreation planning will look beyond the immediate geography of the Buttermilk Bouldering Area to the larger Buttermilk Project Area and initiate the identification of the existing conditions that are compromising natural resources within the watershed. The effort will then convene and professionally facilitate stakeholders and document the results of their efforts as a conceptual recreation plan for the Buttermilk Project Area that identifies future projects to mitigate and support human recreation activities while protecting valuable watersheds and conserving precious natural resources.

### **How do the primary activities relate to established plans (management, conservation, recovery, etc.) and priority conservation needs in the specific project location?**

The 2011 Environmental Assessment for the installation of two toilets at the BIRPI Bouldering Area (“Environmental Assessment, Buttermilk Toilet Construction Project, USDA Forest Service White Mountain Ranger District, Inyo National Forest, Inyo County, CA”) is a specific environmental planning document that will guide the replacement of the existing toilet infrastructure. In 2017, Climbing Rangers supported by the Eastern Sierra Interpretive Association (ESIA) prepared a GIS dataset of trails used to access the Buttermilk boulders. The Rangers note many zones with severe social braiding and erosion. Planning and implementation of a formalized trail system will build from this dataset, which demonstrates how impacts have changed since 2017, and will protect the natural resources of the BIRPI Bouldering Area that are most impacted by users. The primary activities of this funding application will be to mitigate the effects of inadequate infrastructure and programming for outdoor recreation in the Buttermilk Bouldering Area.

The “Land Management Plan for the Inyo National Forest (2019)”, an “early adopter” U.S Forest Service management planning effort using the 2012 Planning Rule and the authoritative land management plan for the Buttermilk subregion which includes both the BIRPI Project Area and the BIRPI Bouldering Area, offers detailed “Desired Conditions” for “Destination Recreation Area(s)” which have “.... high levels of recreation, supported by more facilities, amenities, and services than other areas...” including:

- 01 The developed area footprint within destination recreation areas is visually appealing and well maintained.
- 02 A natural appearing landscape is retained outside the development footprint.
- 03 Most recreation facilities are highly developed and in close proximity to each other.
- 04 Developed sites meet national quality standards.
- 05 Forest roads and trails provide users relatively easy access to destinations.
- 06 The setting provides amenities and sustainable infrastructure to support a wide variety of recreational activities in close proximity to each other.
- 07 Available infrastructure and amenities are consistent with user capacity.

## Attachment B

- 08 Interpretation and education activities provide learning opportunities to visitors about the natural and cultural environment and responsible visitor behavior.
- 09 Traffic and parking does not negatively impact visitor experience.

The Inyo Land Management Plan also offers “Potential Management Approaches” for a “Destination Recreation Area” as follows:

- Changes in visitor use levels, patterns of use, or the necessity to protect resources may result in more infrastructure, heavier maintenance, or more controls such as setting capacity limits.
- Consider the future implications of additional infrastructure or development accommodating recreation use in areas adjacent to or within the developed area.
- Consider accommodating additional recreation special use authorizations or partnership agreements to support providing quality recreation experiences, visitor services, and interpretation and education.

In recent years, the Eastern Sierra has established a shared vision for sustainable recreation and tourism through the “Eastern Sierra Sustainable Recreation Partnership (ESSRP)” which is currently organized through a U.S. Forest Service agreement, and feature a monthly 90 minute information sharing meeting regularly attended by the region’s public agencies: Alpine County, the City of Bishop, CALTRANS District 9, the Bureau of Land Management, Inyo County, Los Angeles Department of Water and Power, the Town of Mammoth Lakes, Mono County, regional units of the National Park Service, the Inyo National Forest, Pacific Southwest Region (USFS Region 5), and the Humboldt-Toiyabe National Forest, Intermountain Region (USFS Region 4). The ESSRP has been supported by the “Sustainable Recreation & Tourism Initiative (SRTI)”, a California Proposition 68 funded grant of \$618,750 through the Sierra Nevada Conservancy (SNC). The SRTI has collected over 200 “project ideas” for sustainable recreation efforts from regional stakeholders and members of the ESSRP, of which 26 directly reference the need for improved sustainable recreation opportunities and management in the BIRPI Project Area. The SRTI has also produced “A Changing Climate | Vulnerability in California’s Eastern Sierra” which includes an analysis and documentation of ecosystem services produced in the Eastern Sierra which average approximately \$100 billion annually, with the average annual value of water quality and regulation in the Eastern Sierra estimated at \$37.7 and \$9.9 billion, respectively. The monetary valuation of these ecosystem services will help to inspire investment in their maintenance and resilience for long term sustainability and nature-based solutions for climate change.

### **2. Outcome(s): Elaborate on the outcome(s) summarized previously in the application; discuss what makes this outcome(s) achievable and important.**

The desired project outcomes identified in this application - to harden and enhance the resilience of natural resources in the Owens watershed to the effects of human activity, outdoor recreation, and climate change through the implementation of sustainable outdoor recreation programs and infrastructure – are achievable due to a decade’s worth of collaborative investment by public agencies including the Inyo National Forest, the Los Angeles Department of Water and Power, Inyo County, the City of Bishop, local tribes, and the dedicated, responsible advocacy of organizations like the Access Fund and the Bishop Climbers Coalition. These efforts have coalesced around the funding opportunity made possible by NFWF’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” and the “Headwaters Protection and Improvements on the Inyo National Forest” program, along with the recent establishment of the Eastern Sierra Council of Governments (ESCOG) as a Joint Powers Authority, and focused the political will of local agencies and engaged stakeholders for success. The identified primary activities to achieve the BIRPI’s desired outcomes are important because sustainable outdoor recreation and tourism in California’s Eastern Sierra are the region’s primary social, economic, and cultural drivers, connecting citizens of California, the United States, and the world to iconic

## Attachment B

destinations of the American public landscape. The Buttermilk subregion – emerging as one of these iconic destinations - has seen increasing numbers of visitors in recent years, straining existing recreation infrastructure while presenting opportunities to improve the visitor experience and conserve natural resource assets through engaged recreation management. The initiation of reliable commercial air service into the Eastern Sierra via the Bishop Airport and Inyo County in the Fall of 2021 will add additional visitors and additional pressures onto existing recreation infrastructure and most certainly onto the natural resources of the Owens watershed. Inspired by guidebooks with 5-star reviews and a compelling presence on social media, bouldering in the Buttermilk and the Bishop region has earned a well-deserved reputation as “...some of the best bouldering in the world.” The unrelenting popularity of similar recreation activities in the Buttermilk Project Area that surround the Buttermilk Bouldering Area - Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, and the spectacular yet fragile natural resources that compel such enthusiastic visitation - will benefit from the recreation infrastructure improvements and conceptual recreation planning work proposed in this application.

3. **Tracking Metrics:** Indicate how the project will monitor/assess progress on the metrics selected previously in the application. Please note any challenges or limitations anticipated with tracking the metrics.

The following five metrics have been selected through the application process to monitor and track the success of the primary activities to be funded by this application:

### **CA - Green Infrastructure - miles trails developed/improved**

- The miles of trails developed and improved by the primary activities identified for funding in this application will be documented by the contractor identified through the ESCOG’s procurement process to oversee and complete this work as a contracted deliverable. Substantial volunteer participation in this effort is anticipated.

### **CA - Improved management practices - Acres under improved management**

- Acres to be placed under improved management by the primary activities identified for funding in this application will be documented by the contractors identified through the ESCOG’s procurement process to oversee and complete this work as contracted deliverables.

### **CA - Outreach/ Education/ Technical Assistance - # people reached**

- Efforts for public outreach, education, technical assistance and the number of people reached by the primary activities identified for funding in this application will be documented by the contractors identified through the ESCOG’s procurement process to oversee and complete this work as contracted deliverables.

### **CA - Research - Acres assessed**

- The total number of acres assessed by the primary activities identified for funding in this application will be documented by the contractors identified through the ESCOG’s procurement process to oversee and complete this work as contracted deliverables.

### **CA - Volunteer participation - # volunteers participating**

- The total number of volunteers and volunteer hours engaged by the primary activities identified for funding in this application will be documented by the contractors identified through the ESCOG’s procurement process to oversee and complete relevant work as contracted deliverables.

4. **Project Team:** List key individuals and describe their qualifications relevant for project implementation.

The Eastern Sierra Council of Governments (ESCOG) includes four member agencies - Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes – and was originally formed in 1995 under a Joint Powers Agreement. The governing board is comprised of two elected representatives from each of the four agencies. In January of 2020, the ESCOG established itself as a Joint Powers Authority (JPA), which includes the authority to “...contract or otherwise participate in, and to accept grants, funds or services from the State or Federal government, their agencies or instrumentalities or from any civic organization or private person (including but not limited to corporations) in

## Attachment B

connection with any program judged by the ESCOG Board to be relevant to its purposes, and upon approval of the governing bodies of the Member Agencies.” In October of 2020, the ESCOG approved by resolution the “ESCOG: Sustainable Recreation and Ecosystem Management Program (SREMP)”, and by unanimous vote of the governing bodies of the four member agencies in January of 2021, the SREMP became the first authorized program of the ESCOG JPA. The October 2020 resolution establishing the SREMP includes the following directive language:

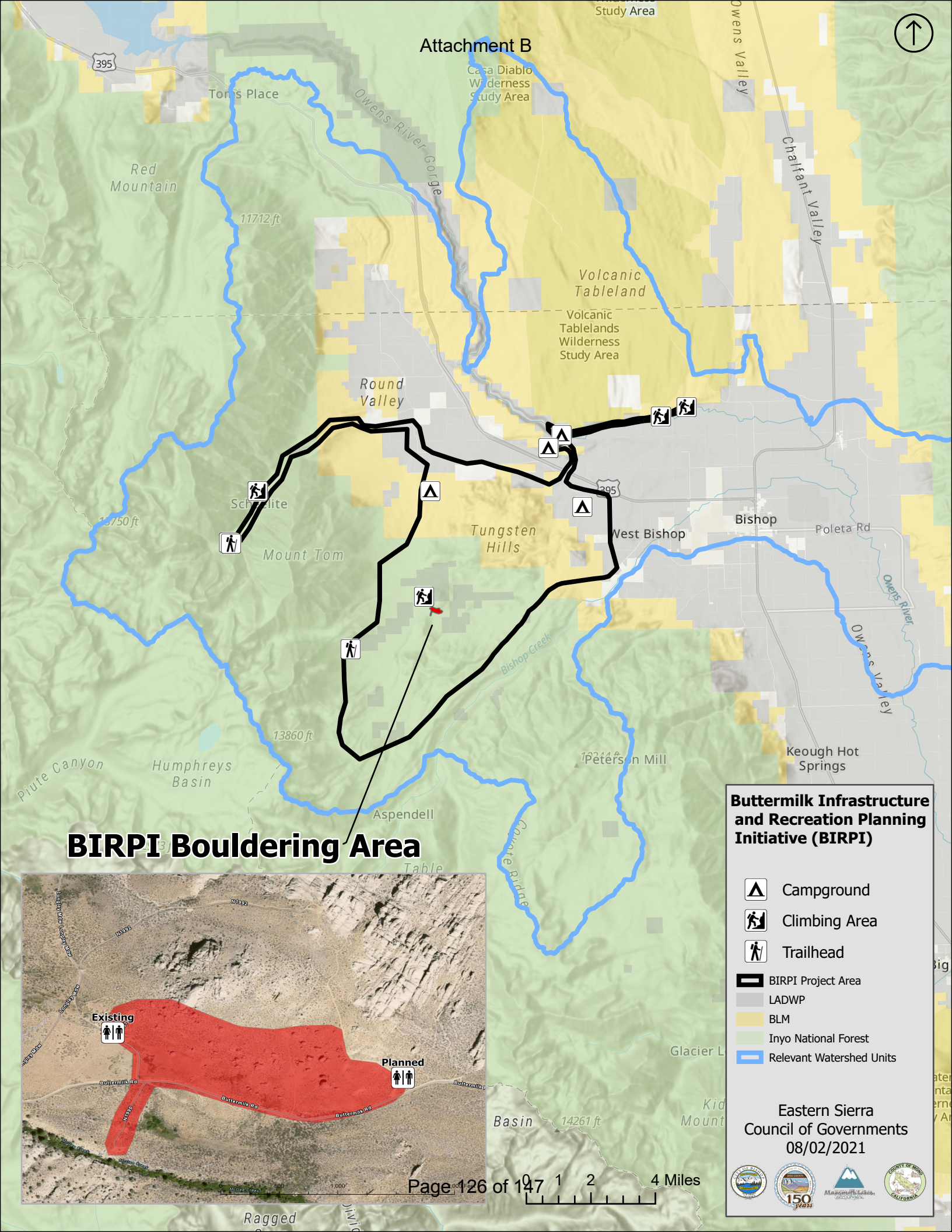
- That the ESCOG: Sustainable Recreation and Ecosystem Management Program shall seek to integrate responsible Ecosystem Management, natural resources conservation, sustainable outdoor recreation, and economic development using the best available science and in such a way as to strengthen and inspire all communities in the Eastern Sierra in their pursuits of resilience and sustainability through the functional alignment of partner agencies in pursuit of identified projects.
- That, in carrying out these activities, the ESCOG: Sustainable Recreation and Ecosystem Management Program shall be empowered to apply for, pursue, and administer grants and other sources of revenue from state, federal, private, ESCOG member agency, and civic sources to finance projects; retain contractors and hire staff; make recommendations about project feasibility and implementation; enter into long term contracts; engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities, provided, however, that the ESCOG Sustainable Recreation and Ecosystem Management Program shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue.

The ESCOG’s procurement process that will contract for the primary activities identified in this funding application and will be responsible for the delivery contracted deliverables, is overseen by Elaine Kabala, a service provider currently serving as the ESCOG’s Executive Director, and Grace Chuchla, ESCOG legal counsel. Elaine Kabala is the Economic Development Coordinator and an Associate Planner with the City of Bishop and Grace Chuchla serves in the Inyo County office of legal counsel. They are currently processing a \$3.3 million dollar grant awarded to the ESCOG in June of 2021 by the California Department of Fish and Wildlife (CDFW) to establish a regionally staffed environmental planning team for the “Eastern Sierra Pace & Scale Accelerator,” which aims to double environmental planning capacity in the Eastern Sierra. The first landscape scale forest restoration project funded by the CDFW grant will be on the Inyo National Forest. The “Eastern Sierra Climate & Communities Resilience Project”, a 55,000-acre forest restoration effort, is intended to protect the Town of Mammoth Lakes and the surrounding forest ecosystems from the effects of catastrophic wildfire.

5. **Other (Optional):** Provide any further information important for the review of this proposal.



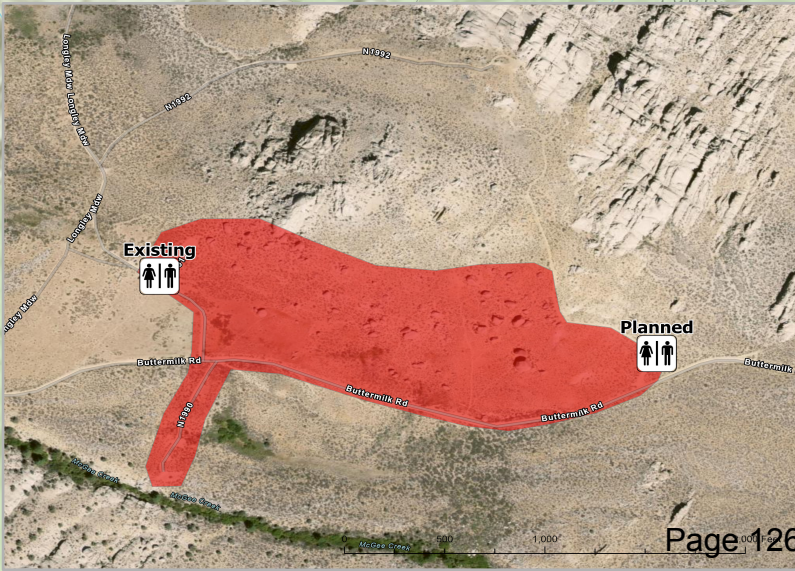
# Attachment B



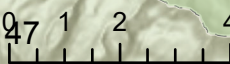
## BIRPI Bouldering Area

### Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI)

- Campground
- Climbing Area
- Trailhead
- BIRPI Project Area
- LADWP
- BLM
- Inyo National Forest
- Relevant Watershed Units



Eastern Sierra Council of Governments  
08/02/2021





7/28/2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Letter of support for the **“Buttermilk Infrastructure and Recreation Planning Initiative”**

Dear Jim Bond –

On behalf of Access Fund and Bishop Area Climbers Coalition, we are writing today to express support for the Eastern Sierra Council of Governments (ESCOG) and their “Buttermilk Infrastructure and Recreation Planning Initiative”, a funding application to the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilk and conceptual recreation planning in the immediate subregion.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for a number of years by relevant public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Climber’s Coalition. We have provided details on past toilet costs, and baseline trail survey data collected by Access Fund to ESCOG. We look forward to supporting and partnering with ESCOG in community outreach, providing volunteer hours and any other support they may need in this project. It should also be noted that this area receives general dispersed camping and OHV use making this a multi use area and project.

The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

## Attachment B

Recreation activities in the immediate subregion that surround the Buttermilk have seen sustained and steady growth in recent years, and the initiation of reliable regional air service into the Eastern Sierra via the Bishop Airport in the Fall of 2021 will add additional visitors and additional pressures onto existing recreation infrastructure and most certainly onto the natural resources and the critical watershed that supplies the Los Angeles Department of Water and Power and the citizens of Los Angeles. The unrelenting popularity of recreation activities in the subregion that surrounds the Buttermilk - Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, etc. – and the natural resources that compel such enthusiastic visitation will benefit from the conceptual recreation planning effort proposed in the ESCOG funding application.

The ESCOG's partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. The "Buttermilk Infrastructure and Recreation Planning Initiative" is also entirely consistent with the ESCOG's "Sustainable Recreation and Ecosystem Management Program," and for these reasons and for the focused intent of the ESCOG's application that will address the critical needs of natural resources and sustainable recreation on the Inyo National Forest, we encourage the National Fish and Wildlife Foundation to fund the ESCOG's application.

Sincerely,



Katie Goodwin- Access Fund, California Regional Director



Tai Devore- Bishop Area Climbers Coalition, President





Adventure Trail System of the Eastern Sierra  
3063 Mesquite Rd  
Bishop, Ca. 93514

July 29, 2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Letter of support for the **“Buttermilk Infrastructure and Recreation Planning Initiative”**

Dear Jim Bond –

On behalf of Adventure Trail System of the Eastern Sierra, we are writing today to express support for the Eastern Sierra Council of Governments (ESCOG) and their **“Buttermilk Infrastructure and Recreation Planning Initiative”**, a funding application to the National Fish and Wildlife Foundation’s **“2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring”** funding opportunity for **“Headwaters Protection and Improvements on the Inyo National Forest.”** The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilk and conceptual recreation planning in the immediate subregion.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for a number of years by relevant public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Climber’s Coalition. The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (**“Buttermilk Toilet Construction Project / USDA Forest Service”**).

## Attachment B

Recreation activities in the immediate subregion that surround the Buttermilk – which include a wide variety of user groups and which take place during all four seasons - have seen sustained and steady growth in recent years, and the initiation of reliable regional air service into the Eastern Sierra via the Bishop Airport in the Fall of 2021 will add additional visitors and additional pressures onto existing recreation infrastructure and most certainly onto the natural resources and the critical watershed that supplies the Los Angeles Department of Water and Power and the citizens of Los Angeles. The unrelenting popularity of the wide spectrum of recreation activities in the subregion that surrounds the Buttermilk - Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, etc. – and the natural resources that compel such enthusiastic visitation will benefit from the conceptual recreation planning effort proposed in the ESCOG funding application.

The ESCOG's partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. The "Buttermilk Infrastructure and Recreation Planning Initiative" is also entirely consistent with the ESCOG's "Sustainable Recreation and Ecosystem Management Program," and for these reasons and for the focused intent of the ESCOG's application that will address the critical needs of natural resources and sustainable recreation on the Inyo National Forest, we encourage the National Fish and Wildlife Foundation to fund the ESCOG's application.

Our hope is that this will improve the OHV experience to our locals and visitors.

Sincerely,



Randy Gillespie

President

Adventure Trail System of the Eastern Sierra (ATS)



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Bishop Field Office  
351 Pacu Lane, Suite 100  
Bishop, CA 93514  
[www.blm.gov/office/bishop-field-office](http://www.blm.gov/office/bishop-field-office)

August 4, 2021

8300 (P)  
CA170.303

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Letter of support for the “Buttermilk Infrastructure and Recreation Planning Initiative”

Dear Mr. Bond,

On behalf of the Bureau of Land Management (BLM) Bishop Field Office, I am writing to express support for the Eastern Sierra Council of Governments (ESCOG) and “Buttermilk Infrastructure and Recreation Planning Initiative,” a funding application to the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: Recreation Infrastructure Improvements in the Buttermilk and Conceptual Recreation Planning in the Immediate Subregion.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for years by relevant public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Climber’s Coalition. The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

Recreation activities in the immediate subregion that surround the Buttermilk, which include a wide variety of user groups and which take place during all seasons, have seen sustained and steady growth in recent years. The initiation of reliable regional air service into the Eastern

## Attachment B

Sierra via the Bishop Airport in the Fall of 2021 is expected to further increase visitation and associated pressure on existing recreation infrastructure and the natural resources and values of area. Our collective ability to manage the wide spectrum of recreation activities that occur within and near the Buttermilk Country, such as Pine Creek, the Tungsten Hills, and the Happy and Sad Boulders, as well as our collective ability to conserve and protect the natural resources and values that provide the foundation current and expected visitation will clearly benefit from the recreation planning effort proposed in the ESCOG's funding application.

I strongly encourage the National Fish and Wildlife Foundation to fund the ESCOG's application. The proposed project, and the power of the partnerships involved, will help us meet critical conservation challenges while providing sustainable recreation on the Inyo National Forest and adjacent public lands managed by the BLM.

Sincerely,

**STEVEN NELSON** Digitally signed by STEVEN NELSON  
Date: 2021.08.04 16:39:12 -07'00'

Steven Nelson  
Bishop Field Manager



July 19, 2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Letter of support for the **“Buttermilk Infrastructure and Recreation Planning Initiative”**

Dear Jim Bond,

On behalf of Friends of the Inyo and our members, we are writing today to express support for the Eastern Sierra Council of Governments (ESCOG) and their “Buttermilk Infrastructure and Recreation Planning Initiative”. Friends of the Inyo is a 35 year old member based conservation organization based in Mono and Inyo Counties working to protect the public lands and wildlife of the Eastern Sierra. This grant application has been submitted under the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilk and conceptual recreation planning in the immediate subregion.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for a number of years by relevant public agencies along with partners from national and local advocacy organizations such as Friends of the Inyo, the Access Fund and the Bishop Climber’s Coalition. The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

Recreation activities in the immediate subregion that surround the Buttermilk – which include a wide variety of user groups and which take place during all four seasons - have seen sustained and steady growth in recent years, and the initiation of reliable regional air service into the Eastern Sierra via the Bishop Airport in the Fall of 2021 will add additional visitors and



additional pressures onto existing recreation infrastructure and most certainly onto the natural resources and the critical watershed that supplies the Los Angeles Department of Water and Power and the citizens of Los Angeles. The unrelenting popularity of the wide spectrum of recreation activities in the subregion that surrounds the Buttermilk - Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, etc. – and the natural resources that compel such enthusiastic visitation will benefit from the conceptual recreation planning effort proposed in the ESCOG funding application.

The ESCOG’s partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. Because of our history and current partnerships with local governments and the Inyo National Forest on stewardship projects that result in meaningful improvements to INF lands, we understand first hand why this initiative will be successful and impactful. The “Buttermilk Infrastructure and Recreation Planning Initiative” is also entirely consistent with the ESCOG’s “Sustainable Recreation and Ecosystem Management Program,” and for these reasons and for the focused intent of the ESCOG’s application that will address the critical needs of natural resources and sustainable recreation on the Inyo National Forest, we encourage the National Fish and Wildlife Foundation to fund the ESCOG’s application.

Sincerely,

Wendy Schneider

A handwritten signature in black ink that reads "Wendy Schneider". The signature is written in a cursive, flowing style.

Executive Director



EL CAMINO SIERRA

BOARD OF SUPERVISORS  
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
JENNIFER ROESER  
MATT KINGSLEY

LESLIE CHAPMAN  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

August 2, 2021

National Fish and Wildlife Foundation  
Attn: Jim Bond, Senior Manager, California Forest Programs  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105

RE: Letter of support for the **“Buttermilk Infrastructure and Recreation Planning Initiative”**

Dear Mr. Bond,

On behalf of the Inyo County Board of Supervisors, I am writing today to express support for the Eastern Sierra Council of Governments (ESCOG) and their “Buttermilk Infrastructure and Recreation Planning Initiative,” a funding application to the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilk and conceptual recreation planning in the immediate subregion.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for a number of years by relevant public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Climbers Coalition. The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

Recreation activities in the immediate subregion that surround the Buttermilk – which include a wide variety of user groups and which take place during all four seasons – have seen sustained and steady growth in recent years, and the initiation of reliable regional air service into the Eastern Sierra via the Bishop Airport in the fall of 2021 will add additional visitors and additional pressures onto existing recreation infrastructure and most certainly onto the natural resources and the critical watershed that supplies the Los Angeles Department of Water and Power and the citizens of Los Angeles. The unrelenting popularity of the wide spectrum of recreation activities in the subregion that surrounds the Buttermilk – Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, etc. – and the natural resources that compel such enthusiastic visitation will benefit from the conceptual recreation planning effort proposed in the ESCOG funding application.

The ESCOG’s partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. The “Buttermilk Infrastructure and Recreation Planning Initiative” is also entirely consistent with the ESCOG’s

## Attachment B

“Sustainable Recreation and Ecosystem Management Program,” and for these reasons and for the focused intent of the ESCOG’s application that will address the critical needs of natural resources and sustainable recreation on the Inyo National Forest, we encourage the National Fish and Wildlife Foundation to fund the ESCOG’s application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Griffiths".

Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors



## Attachment B

August 2, 2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs



RE: Letter of support for the **“Buttermilk Infrastructure and Recreation Planning Initiative”**

Dear Jim Bond –

On behalf of the Plumas Corporation, we are writing today to express support for the Eastern Sierra Council of Governments (ESCOG) and their “Buttermilk Infrastructure and Recreation Planning Initiative”, a funding application to the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical and long identified needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilk and conceptual recreation planning in the immediate subregion to support improved water quality and natural resource protection.

Recreation infrastructure improvements in the Buttermilk bouldering and climbing area have been pursued for a number of years by relevant public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Climber’s Coalition, as steadily increasing recreation visitation continues to pressure eastern Sierra natural resources. The ESCOG’s funding application seeks to specifically address the following infrastructure needs based on current and anticipated use: upgrades to existing onsite toilets; planning for future campground, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to bouldering and climbing areas including the formalization and/or reprogramming of existing use trails. Enhancements to toilet infrastructure are supported by an existing Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

Recreation activities in the immediate subregion that surround the Buttermilk – which include a wide variety of user groups and which take place during all four seasons - have seen sustained and steady growth in recent years, and the initiation of reliable regional air service into the Eastern Sierra via the Bishop Airport in the Fall of 2021 will add additional visitors and additional pressures onto existing recreation infrastructure and most certainly onto the natural resources and the critical watershed that supplies the Los Angeles Department of Water and Power and the citizens of Los Angeles. The unrelenting popularity of the wide spectrum of recreation activities in the subregion that surrounds the Buttermilk - Pine Creek, the Tungsten Hills, the Happy and Sad Boulders, etc. – and the natural resources that compel such

## Attachment B

enthusiastic visitation will benefit from the conceptual recreation planning effort proposed in the ESCOG funding application.

The ESCOG's partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. The "Buttermilk Infrastructure and Recreation Planning Initiative" is also entirely consistent with the ESCOG's "Sustainable Recreation and Ecosystem Management Program," and for these reasons and for the focused intent of the ESCOG's application that will address the critical needs of natural resources and sustainable recreation on the Inyo National Forest, we encourage the National Fish and Wildlife Foundation to fund the ESCOG's application.

Sincerely,



Janet Hatfield  
Eastern Sierra Project Manger  
Plumas Corporation

## Attachment B



United States  
Department of  
Agriculture

Forest  
Service

Pacific  
Southwest  
Region

Inyo National Forest  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
(760) 873-2400 Voice  
(760) 873-2538 Text (TDD)

---

**File Code:** 2300

**Date:** July 28, 2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Letter of support for the “Buttermilk Infrastructure and Recreation Planning Initiative”

Dear Mr. Bond:

On behalf of the Inyo National Forest, I am writing to express support for the Eastern Sierra Council of Governments’ (ESCOG) “Buttermilk Infrastructure and Recreation Planning Initiative,” a funding application to the National Fish and Wildlife Foundation’s “2021 California Forests: Targeted Headwater Resilience Implementation and Monitoring” funding opportunity for “Headwaters Protection and Improvements on the Inyo National Forest.” The ESCOG’s application addresses two critical needs in the Eastern Sierra on the Inyo National Forest: recreation infrastructure improvements in the Buttermilks area and recreation planning in the vicinity.

Recreation activities in the area surrounding the Buttermilks have seen sustained and steady growth in recent years. In addition to the Buttermilks, Pine Creek, the Tungsten Hills, and the Happy and Sad Boulders attract visitors year-round for bouldering, multi-pitch climbing, dispersed camping, mountain biking, hiking, and motorized recreation.

Recreation infrastructure improvements in the Buttermilk climbing area have been pursued for years by public agencies along with partners from national and local advocacy organizations such as the Access Fund and the Bishop Area Climbers Coalition. The ESCOG’s funding application seeks to address the following infrastructure needs based on current and anticipated use: installing a new toilet; planning for future camping, parking, and sanitation needs; design and implementation of interpretive and wayfinding signage and kiosks; and the planning and implementation of an appropriate trail system to facilitate access to climbing areas. Enhancements to toilet infrastructure have been analyzed in an Environmental Assessment conducted by the Inyo National Forest (“Buttermilk Toilet Construction Project / USDA Forest Service”).

The ESCOG’s partnership with the Eastern Sierra Sustainable Recreation Partnership (ESSRP), and the Sustainable Recreation and Tourism Initiative (SRTI), a California Proposition 68 effort funded by the Sierra Nevada Conservancy, is defining a new era for collaboration and partnership in the Eastern Sierra. The “Buttermilk Infrastructure and Recreation Planning Initiative” would help our partnership make tangible improvements to resource protection and recreation management in the Eastern Sierra. For these reasons, the Inyo National Forest



## Attachment B

supports this application and encourages the National Fish and Wildlife Foundation to fund the ESCOG's proposal.

For additional information, please contact Adam Barnett, Public Services Staff Officer, at [adam.barnett@usda.gov](mailto:adam.barnett@usda.gov) or 760-920-8104.

Sincerely,

Sincerely,

ADAM  
BARNETT

Digitally signed by ADAM  
BARNETT  
Date: 2021.07.28  
17:03:44 -0700

Acting for LESLEY YEN  
Forest Supervisor



NFWF

Attachment B

**Statement of Litigation**

**Instructions:** Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

**Litigation:** In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

July 27, 2021

To Whom it May Concern:

The Eastern Sierra Council of Governments (“ESCOG”) is not currently involved in any litigation (including bankruptcies) that involves ESCOG and either a federal, state, or local government agency as parties. This statement includes anticipated litigation, pending litigation, and litigation completed within the past twelve months.

If you have any further questions, I may be reached at:

Office of the Inyo County Counsel  
PO Box M  
Independence, CA 93526  
[gchuchla@inyocounty.us](mailto:gchuchla@inyocounty.us)  
760-878-0229

Sincerely,

A handwritten signature in blue ink that reads "Grace Chuchla".

Grace Chuchla  
Counsel for ESCOG



**EASTERN SIERRA COUNCIL OF GOVERNMENTS**  
**Joint Powers Authority**

July 29, 2021

National Fish and Wildlife Foundation  
90 New Montgomery St, Suite 1010  
San Francisco, CA 94105  
Attn: Jim Bond, Senior Manager, California Forest Programs

RE: Eastern Sierra Council of Governments (ESCOG) Board of Directors

Dear Mr. Bonds,

The table below provides the credentials of the ESCOG Board of Directors:

**ESCOG Board Members**

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

Please feel contact me with any questions at [ekabala@escog.ca.gov](mailto:ekabala@escog.ca.gov)

Thank you,

  
Elaine Kabala  
Executive Director, ESCOG

**APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE**

**INSTRUCTIONS:** THIS QUESTIONNAIRE IS REQUIRED WITH THE SUBMISSION OF A NFWF FULL PROPOSAL, FOR THE FOLLOWING ORGANIZATION TYPES: NONPROFIT ORGANIZATIONS, STATE, LOCAL & MUNICIPAL GOVERNMENTS, INDIAN TRIBAL GOVERNMENTS, FOR-PROFIT ENTITIES, AND INCORPORATED INDIVIDUALS. PLEASE COMPLETE AND SIGN THE QUESTIONNAIRE IF YOUR ORGANIZATION DOES NOT HAVE A RECENT (WITHIN TWO YEARS) SINGLE AUDIT UPLOADED TO THE FEDERAL AUDIT CLEARINGHOUSE. DO NOT INCLUDE COPIES OF POLICIES OR PROCEDURES WITH THE SUBMISSION OF THIS FORM.

NFWF UTILIZES THIS QUESTIONNAIRE ALONG WITH A RISK ASSESSMENT TO DETERMINE ELIGIBILITY AND COMPLIANCE REQUIREMENTS, WHICH MAY INCLUDE THE FOLLOWING: ADDITIONAL REPORTING, RESTRICTION OF ADVANCE FUNDING, AND/OR SUBMISSION OF SUPPORTING DOCUMENTATION.

**ORGANIZATION LEGAL NAME** Eastern Sierra Council of Governments (ESCOG)  
**ORGANIZATION EIN** 87-1552126

1. Does your organization have a Single Audit (within the last 2 years) on file with the Federal Audit Clearinghouse?
- If yes, sign and upload form.  
 If no, complete form in its entirety.

The ESCOG does not expend more than \$750,000 per year in federal funding and is not required to prepare a Single Audit.

2. Has your organization been suspended or debarred from any government contracting process? If yes, please explain.  
 No.

3. Has your organization managed a federal award before? If yes, provide a summary of your most recent award, including period of performance, awarding agency, federal program, and size of award.

The ESCOG organization was established in January 2020 and has not received or managed a federal award before; however, as described below, the ESCOG contracts administrative services, legal services, and financial services from its member agencies, which have prior experience with federal funding.

4. Does your organization maintain written accounting policies and procedures applicable to headquarters and, if applicable, field offices? If no, please explain.  
 Yes.

5. Does your accounting system (or other management system) allow organizational expenses to be tracked: (a) to a specific project on which your organization is working; (b) to specific tasks within that project; and, (c) to specific cost-type categories within each task (e.g., materials, supplies, travel, etc.)? If no, please explain.

Yes, grant funded projects will be tracked by task and specific cost-types.

6. Does your organization have a timekeeping system or documented process that allows staff time to be tracked: (a) to a particular project on which staff spends time; and, (b) to specific tasks within each project? If no, please explain.

No. ESCOG currently has no employees. Services are provided to ESCOG by independent contractors and/or contracts with member agencies. For the purposes of grant administration, staff time spent on grant administration, or provided by subconsultants will be tracked by project and to specific tasks.

7. Does your organization maintain employment agreements or other formal evidence of employment between it and its employees? If no, please explain.

No. ESCOG currently has no employees. Services are provided to ESCOG by independent contractors and/or contracts with member agencies. This includes contracts for the following services: executive director, administrator / board clerk, legal, and fiscal / treasurer.

8. Does your organization maintain basic property and casualty insurance? If no, please explain.  
Yes.

9. Is your organization able to perform the project on a cost-reimbursable basis? If no, please explain by providing the following information: (a) current cash on hand amount, (b) advance funding required, and (c) purpose of advance funding.

Advanced funding needs will be contingent on project schedule, anticipated budget, NFWF invoicing requirements, and opportunities with regional partners and agencies such as LA DWP, US Forest Service, and other regional agencies to assist with cash flow needs. Language in the ESCOG's "Sustainable Recreation and Ecosystem Management Program" - the ESCOG's policy resolution that supports this grant application - allows the ESCOG to potentially take on debt "...secured by the Program's identified revenue" which in this case would be awarded funds from this grant application.

10. Does your organization maintain a written policy on conflict of interest? Would your organization's policy on conflict of interest operate to notify NFWF if your organization finds that it is unable to satisfactorily manage a conflict of interest pertinent to a NFWF-funded project? If no, please explain.

As a public entity, ESCOG Board members, contractors, and employees are subject to various laws, regulations, and policies to prevent conflicts of interest and ensure transparency. This includes the Ralph M. Brown Act, the Political Reform Act of 1974, Government Code § 1090, et seq., regulations promulgated by the California Fair Political Practices Commission, and ESCOG's own conflict of interest policy.

11. Does your organization maintain a written procurement policy? If no, please explain.  
Yes.



**APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE**



12. If your proposed project includes contracts and/or sub-recipients, has an appropriate legal/contracting officer at your organization reviewed such elements and confirmed that your organization indeed has the ability to implement the arrangements as envisioned?

Yes.

13. Does your organization maintain written policies for property management and do you perform inventory audits/verifications on a regular basis? [APPLICABLE TO PROJECTS WITH EQUIPMENT OR SUPPLIES BUDGETED]

The ESCOG does not maintain property. The proposed project will not include purchase of equipment or supplies under ESCOG management. Equipment or supplies needed for project implementation will be provided by subcontractors and maintained by the U.S. Forest Service. The ESCOG does not perform inventory audits, and does not foresee that it would be necessary for the proposed project.

14. In the past three (3) years has your organization, or any unit or office thereof, been audited by an external donor/funder or agent thereof? (This would include, but not be limited to, audits of your organization by governmental entities.) If yes, please list all such audits.

No.

I certify to the best of my knowledge and belief that the above information is true, complete, and accurate and that I am authorized to submit on behalf of the organization represented above.

**SIGNATURE**

A handwritten signature in blue ink, appearing to read "EK", is written over a horizontal line.

**NAME AND TITLE**

ELAINE KABALA  
EXECUTIVE DIRECTOR

10/10/2013 10:10:13 AM  
10/10/2013 10:10:13 AM

Attachment A  
**Attachment B**

**EASTERN SIERRA COUNCIL OF GOVERNMENTS**

Income Statement (with budget to actual)

For the Year-to-date Activity and Twelve months (projected) ended June 4 and June 30, 2021

**UNAUDITED**

	<i>Year-to-date Activity ended June 4, 2021</i>			Projected thru June 30, 2021	Proposed Budget FY 21-22
	Budget	Actual	Favorable (Negative) Variance		
<b>Revenues</b>					
Interest	\$ -	\$ 485	\$ 485	\$ 847	\$ -
Member contributions					
Bishop	5,000	5,000	-	5,000	31,250
Mammoth Lakes	10,000	10,000	-	10,000	31,250
Inyo	10,000	10,000	-	10,000	31,250
Mono	10,000	10,000	-	10,000	31,250
<b>Total Revenues</b>	<u>35,000</u>	<u>35,485</u>	<u>485</u>	<u>35,847</u>	<u>125,000</u>
<b>Expenditures</b>					
Executive Director	25,000	1,860	23,140	20,803	50,000
Clerk (includes FY 19/20 amount)	20,000	14,994	5,006	20,000	20,000
Legal	10,000	6,664	3,336	10,000	10,000
Fiscal	5,000	4,992	8	4,992	5,000
Insurance	10,000	1,961	8,039	1,961	2,100
Miscellaneous	5,000	320	4,680	1,000	2,500
Grant writer contract					30,000
Contingency (reserve)	1,000	-	1,000	-	5,400
<b>Total Expenditures</b>	<u>76,000</u>	<u>30,791</u>	<u>45,209</u>	<u>58,756</u>	<u>125,000</u>
<b>Total Revenues Over (Under) Expenditures</b>	(41,000)	4,694	<u>\$ 45,694</u>	(22,909)	-
<b>Fund Balance, Beginning</b>	<u>41,000</u>	<u>22,909</u>		<u>22,909</u>	<u>0</u>
<b>Fund Balance, Ending</b>	<u>\$ -</u>	<u>\$ 27,603</u>		<u>\$ -</u>	<u>\$ -</u>