



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

**Friday, June 10, 2022, 8:30 a.m.**

**Meeting to be held in the Bishop Council Chambers and the Mammoth Lakes Council Chambers  
Bishop Council Chambers 377 West Line Street, Bishop, CA 93514  
Mammoth Lakes Council Chambers 437 Old Mammoth Rd., Ste Z Mammoth Lakes, CA 93546**

**Members 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 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

**NOTE:** Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the ESCOG website at [www.escog.ca.gov](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. CONSENT AGENDA**

**4.1. Approve the minutes of the Regular Meeting of April 1, 2022**

**4.2. Approve the minutes of the Regular Meeting of April 8, 2022**

**4.3. Approve the minutes of the Regular Meeting of May 6, 2022**

**4.4. Ratify Letter of Support for the Inyo County Eastern Sierra Rural Jobs Accelerator Partnership Application for a Rural Innovation Stronger Economy Grant**

**5. POLICY MATTERS**

**5.1. Receive a presentation from Mr. John Urdi, Executive Director - Mammoth Lakes Tourism and Ms. Ashely Helms, Deputy Director, Airports – Inyo County regarding the Eastern Sierra Regional Airport (BIH)**

**5.2. Receive a presentation from Ms. Kristin York - Vice President, Sierra Business Council regarding the Community Economic Resiliency Fund**

**5.3. 1. Discussion and Direction Regarding a Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be known as the "ESCOG: Economic Resiliency Program" and**

**2. Consider a Collective Partnership Agreement Letter for Participation in the Community Economic Resiliency Fund Planning Process**

**5.4. Discussion and Adoption of the ESCOG JPA Fiscal Year 2022/23 Budget**

**5.5. Approval of an Agreement with the Sierra Nevada Conservancy for the Eastern Sierra Towns to Trails Project**

**5.6. Approval of Bid Information for Implementation of the Buttermilk Infrastructure and Recreation Planning Initiative Phase 1: Toilet Facilities Replacement**

**5.7. Consideration of a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Regarding the Need for Continued Virtual Meetings to Protect Public Health – AB 361**

**5.8. Executive Director update report on Sustainable Recreation and Ecosystem Management Program**

**6. BOARD MEMBER/AGENCY REPORTS**

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

**7. REQUEST FOR FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

The ESCOG will adjourn to the next regular meeting scheduled to be held on August 12, 2022.



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

### Minutes of Special Meeting

April 1, 2022, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis

Members Absent: Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Lynda Salcido

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

Chair John Wentworth called the meeting to order at 8:40 a.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z Mammoth Lakes. Members of the Board attended the meeting via videoconference.

#### 2. **PLEDGE OF ALLEGIANCE**

Board Member Jeff Griffiths led the Pledge of Allegiance.

#### 3. **PUBLIC COMMENTS**

This item was taken out of order.

Executive Director Elaine Kabala reminded the Board that today was the deadline to file their Form 700. Ms. Kabala said that members of the Board could coordinate with ESCOG Clerk Angela Plaisted for additional assistance.

Board Member Jeff Griffiths arrived at 8:34 a.m.

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

4. **ASSEMBLY BILL 361 (AB 361) FINDINGS**

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**

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

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

Moved by Chair John Wentworth

Seconded by Board Member Jeff Griffiths

Adopt the resolution regarding virtual meetings for the protection of public health pursuant to AB 361, with the caveat that there be an item added to the next meeting agenda to discuss options for conducting future meetings in a hybrid analog/virtual environment.

For (5): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Bob Gardner, Board Member Jeff Griffiths, and Board Member Jim Ellis

Absent (3): Karen Schwartz, Board Member Stacy Corless, and Board Member Lynda Salcido

Carried (5 to 0)

5. **ADJOURNMENT**

The meeting was adjourned at 8:49 a.m. to the next regular meeting scheduled to be held on April 8, 2022.

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Angela Plaisted, Assistant Clerk



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

### Minutes of Regular Meeting

April 8, 2022, 8:30 a.m.

Teleconference Only - No Physical Location

Members Present: Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, Board Member Lynda Salcido

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

Chair John Wentworth called the meeting to order at 8:31 p.m. Members of the Board attended the meeting via videoconference.

#### 2. **PLEDGE OF ALLEGIANCE**

Legal Counsel Grace Chuchla led the Pledge of Allegiance.

#### 3. **PUBLIC COMMENTS**

There were no comments given at this time.

#### 4. **CONSENT AGENDA**

Moved by Board Member Bob Gardner  
Seconded by Board Member Lynda Salcido

Approve the Consent Agenda

For (7): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Absent (1): Board Member Stacy Corless

Carried (7 to 0)

- 4.1 **Approve the minutes of the Regular Meeting of February 4, 2022**
- 4.2 **Approve the minutes of the Regular Meeting of March 4, 2022**
- 4.3 **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**

5. **POLICY MATTERS**

- 5.1 **Receive a Presentation on the Inyo County Rural County Representatives of California Comprehensive Economic Development Strategy Grant, Bishop Business Resource Center and Other Regional Economic Development Activities**

Board Member Stacy Corless joined the meeting at 8:36 a.m.

Executive Director Elaine Kabala introduced Inyo County Assistant County Administrator Meaghan McCamman.

Ms. McCamman shared a PowerPoint presentation outlining economic development opportunities and projects within the region.

Board Member Stacy Corless announced that she would not seek re-election on the Mono County Board of Supervisors. Ms. Corless reported that she had accepted a position with the Sierra Business Council (SBC) as the Government and Community Affairs Director.

**SPEAKING FROM THE FLOOR:**

SBC Board Chair Allan Pietrasanta said there were great opportunities available in the region and added that SBC had been very active with the Governor's Office of Business and Economic Development (GoBiz) tracking developments with the Community Economic Resilience Fund (CERF) Program and advocating for subdivision of the region and equitable distribution of funds.

There was discussion between Ms. McCamman, Ms. Kabala, Mr. Pietrasanta and members of the Board.

- 5.2 **Discussion and Direction Regarding on Conversations with Regional Management Regarding Future ESCOG Programs of Work**

Executive Director Elaine Kabala outlined the information in the staff report. Ms. Kabala requested direction from the Board for staff to draft a resolution with the member agency managers which would empower the

ESCOG to engage in regional economic development and housing opportunities.

SPEAKING FROM THE FLOOR:

Town of Mammoth Lakes (TOML) Town Manager Dan Holler spoke about the value of working together as a region.

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

Moved by Chair John Wentworth

Seconded by Board Member Bob Gardner

Direct staff to develop a draft resolution to be presented at the June ESCOG meeting in collaboration with regional leadership, empowering the ESCOG to initiate a program of work related to regional economic development and housing opportunities.

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Carried (8 to 0)

### **5.3 Discussion and Direction Regarding Inyo National Forest Scope of Work for Inter-agency Coordination**

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

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

Moved by Board Member Stacy Corless

Seconded by Board Member Bob Gardner

Direct staff to partner with the Inyo National Forest (INF) to establish inter-agency coordination opportunities and procedures and to request funding from the U.S. Department of Agriculture (USDA).

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido



Carried (8 to 0)

**5.4 Discussion and Direction Regarding Awarding Eastern Sierra Pace and Scale Accelerator Environmental Planning Services Contract**

Executive Director Elaine Kabala outlined the information in the staff report. Ms. Kabala reported that staff had received two responses to the Request for Proposals (RFPs) for the Eastern Sierra Pace and Scale Accelerator Project for Environmental Management Services. She said that two subcommittees had been formed, one from the ESCOG and one from the Inyo National Forest, and that each had reviewed and scored the proposals, both of which scored well. She thanked the subcommittees for their efforts reviewing the proposals and reported that the subcommittees would conduct interviews on April 15th.

There was discussion between Ms. Kabala and Board members.

Moved by Vice Chair Dan Totheroh

Seconded by Board Member Jim Ellis

Authorize the Executive Director to enter into negotiations with the preferred consultant recommended by the subcommittees and return to the Board with a finalized agreement for approval at a subsequent date.

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Carried (8 to 0)

**5.5 Consideration of Contract Amendment#3 for Administrative Services with Elaine Kabala (Eastern Sierra Planning, LLC)**

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

Vice Chair Dan Totheroh pointed out that the requested contract extension date in the staff report should be corrected to state through October 15, 2022 rather than 2021.

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

Moved by Board Member Karen Schwartz  
Seconded by Board Member Jeff Griffiths

Approve Amendment Number 3 to the Agreement Between the Eastern Sierra Council of Governments and Eastern Sierra Planning, LLC for the Provision of Administrative Services.

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Carried (8 to 0)

## **5.6 Discussion and Direction Regarding Future In-Person and Virtual ESCOG Board Meetings**

Legal Counsel Grace Chuchla updated the Board on the status of Assembly Bill 361 (AB 361) and two pieces of pending legislation regarding in person and remote meetings. Ms. Chuchla discussed the option of offering multiple physical locations for future ESCOG meetings, which would allow members of the Board, as well as the public, the option of attending the meetings in the Bishop Council Chambers or the Town of Mammoth Lakes Council Chambers.

There was discussion among Ms. Chuchla, Executive Director Elaine Kabala, and members of the Board.

CONSENSUS: There was consensus among the Board to continue to make remote public participation a top priority, and that members of the Board would make a commitment to attend meetings in person. It was decided that the members of the Board would attend the June meeting in person in the Bishop Council Chambers and that the Town of Mammoth Lakes Council Chambers would also be open to the public for in person and/or remote participation.

## **5.7 Executive Director Update**

Executive Director Elaine Kabala updated the Board on the Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) and the Towns to Trails project. Ms. Kabala announced that the Sierra Nevada Conservancy would hold their first in person meeting on June 1st and 2nd in Mammoth Lakes, and spoke about potentially holding a bi-monthly or quarterly regional housing roundtable. Ms. Kabala thanked Inyo County and Inyo

County Assistant Clerk of the Board, Darcy Ellis, for clerking today's meeting.

**6. BOARD MEMBER/AGENCY REPORTS**

Chair John Wentworth reported that housing continued to be the number one priority in Mammoth Lakes and gave an update on housing and other development projects. Chair Wentworth announced that the Town of Mammoth Lakes had hired Inyo National Forest Mammoth Lakes Ranger District Recreation Officer Lawson Reif to serve as the Manager of their new Office of Outdoor Recreation. He said the weather had been nice but it was expected to snow on Monday.

Board Member Lynda Salcido gave an update on the Residence Inn project in Mammoth, the Sierra Nevada Resort remodel and the Community Recreation Center (CRC).

Board Member Bob Gardner reported that he had worked with Executive Director Elaine Kabala and Mono County Public Information Officer Justin Caporusso last week to get a press release out about the virtual Citizen's Wildfire Education Academy. Mr. Gardner announced that there would be monthly virtual academies and that the program had received support from several agencies including all of the ESCOG's member agencies and Mammoth Lakes Tourism (MLT).

Board Member Stacy Corless said Mono County's new Housing Opportunities Manager Sanjay Choudhrie had started work and was getting the lay of the land. Ms. Corless added that she had recently participated in U.S. Forest Service (USFS) Region 5 Roundtables regarding the USFS' implementation of a 10-year strategy to discuss the wildfire crisis.

Board Member Jeff Griffiths said the first winter season of commercial air service at the Eastern Sierra Regional Airport (a.k.a. the Bishop Airport) went well and that the airport was on its way to meeting the 10,000 enplanement mark for 2022 which would make them eligible for the \$1M annual entitlement funding grant from the Federal Aviation Administration (FAA). Mr. Griffiths reported that there had been no weather related delays or cancellations, but mentioned there had been passengers temporarily stranded at the airport when U.S. Highway 395 was closed during a snowstorm. He provided an update on summer, winter and 2023 air service, as well as an update on the terminal. He reported that the Inyo County Board of Supervisors had passed a Dark Sky Ordinance, said that the Round Valley Bridge was in the process of being rebuilt, said that Inyo County had three competitive elections coming up, and spoke about an active Broadband Task Force they had with a planning grant through Rural Counties

Representatives of California (RCRC). Mr. Griffiths announced that Inyo County Health and Human Services would host a Resiliency Symposium in two weeks, reported that Anthem and Health Net were both interested in becoming Inyo County's managed Medi-Cal plan provider, and said that Inyo Mono Advocates for Community Action (IMACA) was appreciative of the financial aid from the four ESCOG member agencies and that they had made great strides in stabilizing their finances. He said that Inyo County had lost its eminent domain California Environmental Quality Act (CEQA) lawsuit which entitled the Los Angeles Department of Water and Power to recoup legal fees, spoke about recycling and composting, said the Great Basin Unified Air Pollution Control District (GBUAPCD) and local Tribal Historic Preservation Officers were collaborating on a Patsiata Historic District designation for Owens Lake, and said that the dismal April 1st snowpack report could have serious implications for the fire season and LADWP's water allotments to agricultural entities. Mr. Griffiths announced that this Sunday was the 100<sup>th</sup> anniversary celebration for the Inyo County Courthouse.

Vice Chair Dan Totheroh said the Dark Sky Ordinance only required property owners to replace their lighting if it was negatively affecting a neighbor. Mr. Totheroh added that the Inyo County Board of Supervisors would meet in Tecopa on April 19th, and announced that there was a free Celtic music concert scheduled to be held at Bishop High School on Sunday at 3:00 p.m.

Board Member Karen Schwartz reported that the City of Bishop had expanded the fence around the park pool to include grass and shade. Ms. Schwartz said that she and Interim City Administrator Deston Dishion had met with a governmental affairs official from Frontier who reported they would upgrade and expand their infrastructure in Bishop to compete with Suddenlink. She added that internal conversations about housing issues were continuing as rental prices continued to rise to new levels.

Board Member Jim Ellis said a sign ordinance would come before the City Council on Monday. Mr. Ellis reported that the City Council and staff had recently held a strategic planning meeting which was a chance for everyone to get on the same page about future priorities, and said that discussions about housing issues were continuing.

There was discussion among members of the Board.

**7. REQUEST FOR FUTURE AGENDA ITEMS**

Chair John Wentworth requested an item be added to a future agenda to discuss air service in relation to the upcoming Tourism Business Improvement District (TBID) renewal.

**8. ADJOURNMENT**

The meeting was adjourned at 10:55 a.m.

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Angela Plaisted, Assistant Clerk



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

### Minutes of Special Meeting

May 6, 2022, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, Board Member Lynda Salcido

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

Chair John Wentworth called the meeting to order at 8:31 a.m. in the Council Chamber at 437 Old Mammoth Road, Mammoth Lakes, CA. Members of the Board attended the meeting via videoconference.

#### 2. **PLEDGE OF ALLEGIANCE**

Board Member Bob Gardner led the Pledge of Allegiance.

#### 3. **PUBLIC COMMENTS**

There were no comments given at this time.

#### 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**

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

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

Moved by Board Member Jeff Griffiths

Seconded by Board Member Bob Gardner

Adopt 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.

For (7): Chair John Wentworth, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Absent (1): Vice Chair Dan Totheroh

Carried (7 to 0)

**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**

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

Vice Chair Dan Totheroh joined the meeting at 8:43 a.m.

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

Moved by Board Member Bob Gardner

Seconded by Board Member Lynda Salcido

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.

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Carried (8 to 0)

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

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

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

Moved by Board Member Bob Gardner

Seconded by Board Member Jeff Griffiths

Approve the Agreement with the National Fish and Wildlife Foundation for implementation of the Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI).

For (8): Chair John Wentworth, Vice Chair Dan Totheroh, Board Member Karen Schwartz, Board Member Stacy Corless, Board Member Bob Gardner, Board Member Jeff Griffiths, Board Member Jim Ellis, and Board Member Lynda Salcido

Carried (8 to 0)

**5. ADJOURNMENT**

The meeting was adjourned 8:50 a.m. to the next regular meeting scheduled to be held on June 10, 2022.

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Angela Plaisted, Assistant Clerk





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

Will Dodson  
Program Management Division  
Rural Business-Cooperative Service  
United States Department of Agriculture  
1400 Independence Ave SW  
Mail Stop 3226, Room 5160  
Washington, DC 20250

May 5, 2022

Dear Mr. Dodson,

On behalf of the Eastern Sierra Council of Governments (ESCOG), I am writing this letter to support Inyo County and the Eastern Sierra Rural Jobs Accelerator Partnership (ES-RJAP) application for a Rural Innovation Stronger Economy (RISE) grant.

ESCOG and our member jurisdictions of Inyo County, Mono County, the City of Bishop and the Town of Mammoth Lakes are supportive of the ES-RJAP's efforts to build local businesses and skilled workers to complete important work in forestry, fire mitigation and fuels treatment, as well as other critical industries in the Climate Innovations Industry Cluster. Our region is beginning to see explosive growth in jobs and economic activity related to firefighting and fuels treatment, sustainable recreation, forestry, and environmental management. Each of the ESCOG member jurisdictions are deeply invested in ensuring that the regional growth in the Climate Innovations Industry Cluster is captured locally, creating local jobs, strengthening locally owned small businesses, and benefitting local economic development.

ESCOG is committed to supporting local economic development in the Eastern Sierra region, and we look forward to partnering with the ES-RJAP on this important work.

Thank you for your consideration,

Thank you,

John Wentworth, Chair  
Eastern Sierra Council of Governments

# Eastern Sierra Region

Community Economic Resilience Fund (CERF)

ESCOG Meeting – June 10, 2022

# Agenda

- 1 Introduce Sierra Business Council as CERF convener.
- 2 Review of CERF program goals, objectives, and application process.
- 3 identify key stakeholders & eligible economic and climate resilience projects;
- 4 Share resources and next steps

# About Sierra Business Council



## How We Work

Our on-the-ground programs and projects are designed to bring proactive change to the Sierra.



## Who We Are

We are a Sierra based nonprofit organization with a mission to increase community vitality, economic prosperity, environmental quality, and social fairness in the Sierra Nevada.



## Our Role in CERF

SBC is pursuing the role of Regional Convener and Fiscal Agent for CERF efforts on behalf of the Eastern Sierra region.

# What is the CERF?

A one-time use of State general funds that will distribute \$600 million to regions across California to support inclusive and low carbon economic development.

The state's CERF Leadership Team consists of the California Labor and Workforce Development Agency (LWDA), the Governor's Office of Planning and Research (OPR) and the Office of Business and Economic Development (GO-Biz).



# CERF Program Objectives & Design

- Promote equitable and sustainable economic development
- Align and leverage federal and state funding to maximize economic resilience
- Support inclusive economic planning that prioritizes equity, job quality, and sustainability

## CERF Regions

13

All 13 regions will receive planning and implementation dollars through competitive processes.

## Phase 1: Planning

\$5M

Each region will receive up to \$5M to foster partnerships, create HRT Collabs, and develop regional economic

plans  
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## Phase 2: Implementation

\$500M

\$500M will be rewarded across all 13 regions to implement projects that meet CERF program metrics.

# The Eastern Sierra Region

7 counties • 19,252 mi<sup>2</sup> • 186,266 people

## Current Economic Drivers:

Tourism & Travel Spending • Health Care & Social Assistance •  
Transportation & Warehousing • Real Estate & Rentals

## Potential High-Growth Sectors:

Forestry & Biomass Utilization • Forest Health & Fire Mitigation •  
Climate & Energy Innovation • Sustainable Tourism • Health Care  
& Social Assistance



# CERF Timeline (anticipate 18-24 month process)





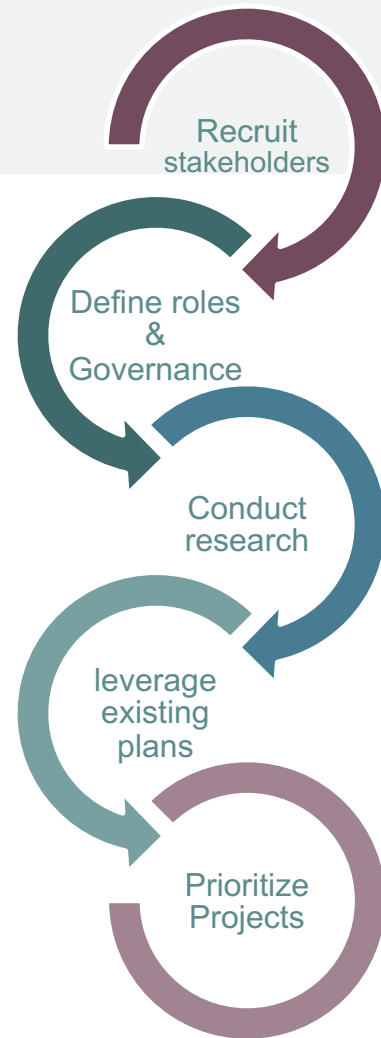
# Requirements for Phase 1: Planning

In order to apply for CERF, SBC will need to present an initial vision and goals for the High Road Transition Collaborative (HRTC) and how SBC will meet the Planning Phase Requirements.

Partnerships & Coalitions	Regional Plans	Vision & Goals	Analysis
<ul style="list-style-type: none"><li>• Governance structure plan</li><li>• Outreach plan</li><li>• Plans for creating inclusive coalitions</li></ul>	<ul style="list-style-type: none"><li>• Develop high road regional economic plan</li><li>• Analyze: equity, sustainability, job quality/access, economic competitiveness</li></ul>	<p>Develop a vision and specific goals for creating a high road economy that is sustainable, inclusive, and equitable.</p>	<ul style="list-style-type: none"><li>• Stakeholder mapping</li><li>• Regional summary of economic &amp; climate hazards</li><li>• Labor &amp; industry analysis</li></ul>

## Process for Regional Approach

Ensure Inclusivity  
Budget allocations  
ID Disinvested Communities  
Establish Subgroups  
    CEDS regions  
    Sectors  
    Strategies



# Local Knowledge Required

To build a High Road Transition Collaborative (HRTC) representative of the entire Eastern Sierra Region and develop plans that can adequately serve the area, we need engagement from community members, local leaders, and, most critically, from systemically disinvested populations.

## Stakeholders

- Tribal Representatives
- Environmental Justice Advocates
- Labor Organizations
- Community Organizers
- Public Agencies

## Existing Economic & Climate Development

- Workforce training
- Broadband deployment
- Climate mitigation and adaptation measures
- Sustainable tourism
- CEDS

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## Economic & Climate Resiliency Opportunities

- Long term goals
- New ideas
- Big picture plans
- Future dreams

## Additional Information:

Governor's Office of Planning and Research

<https://opr.ca.gov/economic-development/just-transition/cerf.html>

Announcement Video

[https://www.youtube.com/watch?v=INEG\\_tCL-oQ](https://www.youtube.com/watch?v=INEG_tCL-oQ)

California Labor and Workforce Development Agency Guidelines

[https://edd.ca.gov/en/jobs\\_and\\_training/WDSFP\\_Workforce\\_Development\\_Solicitations\\_for\\_Proposals/](https://edd.ca.gov/en/jobs_and_training/WDSFP_Workforce_Development_Solicitations_for_Proposals/)

# Thank you.

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## Contact/ Follow up info:

Sierra Business Council

CERF Team

Email: [cerf@sierrabusiness.org](mailto:cerf@sierrabusiness.org)

Website: <https://www.sierrabusiness.org/archives/cerf/>



## STAFF REPORT

**To:** ESCOG Joint Powers Authority

**From:** Elaine Kabala, ESCOG Staff

**Subject:** 1. Discussion and Direction Regarding a Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the “ESCOG: Economic Resiliency Program” and 2. Consider a Collective Partnership Agreement Letter for Participation in the Community Economic Resiliency Fund Planning Process

**Meeting date:** June 10, 2022

**Prepared on:** June 4, 2022

**Attachments:** A) Draft Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the “ESCOG: Economic Resiliency Program” and to Seek Approval from Member Agencies for this Work

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### **BACKGROUND/HISTORY:**

At the February 4, 2022 ESCOG meeting, the Board gave staff direction to meet with the regional managers to discuss the organization’s mission, purpose and projects, potential candidates for future programs of work and technical guidance for scaling the ESCOG organization.

Based on the conversations held with regional managers, it was determined that the activities of the ESCOG have generally focused on regional economic development activities, including reliable regional air service through its Mono-Inyo Air Service Working Group and expanded broadband connectivity and adoption through the Eastern Sierra Broadband Coalition, prior to establishing its Joint Powers Authority.

On October 16<sup>th</sup>, 2020, the ESCOG adopted a Resolution of Eastern Sierra Council of Governments to establish a Program of Work known as the ESCOG: Sustainable Recreation and Ecosystem Management Program” and to Seek Approval from Member

for this Work” (SREMP). The Member Agencies unanimously approved the SREMP allowing the ESCOG to pursue funding and implement projects supporting sustainable recreation and ecosystem management, which are both regional economic activities. The SREMP program has secured over \$4 million in funding since its implementation, including:

- A \$3,384,269 California Department of Fish and Wildlife grant to establish the Eastern Sierra Pace and Scale Accelerator Program, which includes workforce development planning for Environmental Planning Services and on-the-ground landscape scale forest restoration implementation, and will complete the necessary National Environmental Policy Act compliance for the Eastern Sierra Climate and Communities Resiliency Project.
- A \$247,300 for the Buttermilk Infrastructure and Recreation Planning Initiative, which will provide essential infrastructure in the Buttermilk Recreation Area and create a conceptual recreation plan for a regional asset that is an international destination for outdoor recreationists.
- A \$370,443 grant from the Sierra Nevada Conservancy to develop the “Towns to Trails” plan, which will identify a trail network linking Eastern Sierra Communities from Alpine County to Lone Pine, and connect the Eastern Sierra communities to recreation destinations on public lands.

The SREMP allows for the ESCOG JPA to seek funding and implement projects specifically focused on sustainable recreation and ecosystem management, but does not empower the ESCOG to serve as a conduit for funding broader regional economic development activities.

The State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity and transitioning to carbon neutrality. Once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023.

Concurrent to these activities, Inyo County is serving as the lead agency to create Comprehensive Economic Development Strategy (CEDs) to include Inyo and Mono

Counties and the development of the CEDS is a mandatory prerequisite to access certain EDA funding sources, and the ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants.

In addition, the State of California Strategic Growth Council has established the Regional Climate Collaboratives Program, which will provide funding to build regional capacity to establish community-rooted and cross-sectoral relationships to develop the processes, plans, and projects that will drive and sustain climate action.

In anticipation of significant funding opportunities for the Eastern Sierra region, and parallel to the regional economic development planning efforts presented by the CERF and CEDS, it is necessary for the ESCOG to be empowered to participate in the planning process, and to have the authority to seek and secure funding on behalf of the region, in partnership with and independently of member agencies to implement the CERF and CEDS identified projects. Pursuant to Section 3.01 of the ESCOG Joint Powers Agreement, the ESCOG must seek approval from the ESCOG Board and the governing bodies of each Member Agency to participate in and accept grant funding for any new program of work of regional significance.

Staff has prepared a Draft Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the “ESCOG: Economic Resiliency Program” and to Seek Approval from Member Agencies for this Work (Attachment A), which would authorize the ESCOG to engage with regional economic development activities specific to the CEDS and CERF opportunities, and secure funding for CERF and CEDS capacity building and implementation.

Staff is meeting with regional managers to ensure these authorities would serve to build economic development capacity for the region, expand and not duplicate the individual efforts of the members agencies, and plan for appropriate scaling the staff and budget of the ESCOG to successfully accomplish the program of work.

Additionally, the Sierra Business Council is requesting regional partners interested in participate in the CERF planning process execute a Collective Partnership Agreement Letter. This letter will provide support for the Sierra Business Council to act as the regional convener for the Eastern Sierra region, and will for allow for the ESCOG participate as a stakeholder in the planning process. A draft was not available at the time the agenda was published.

**BUDGET IMPACTS:**  
None.



**LEGAL REVIEW:**

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

**RECOMMENDATION:**

1. Staff requests the Board receive an update on the conversations with regional leadership, and direct staff to coordinate a meeting with all regional managers to finalize the authorities and organizational structure defined by the Draft Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the “ESCOG: Economic Resiliency Program”.
2. Staff requests the Board authorize staff to execute a Collective Partnership Agreement Letter for participation in the Community Economic Resiliency Fund Planning Process.

## **RESOLUTION No. 22-**

### **RESOLUTION OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO ESTABLISH A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG: ECONOMIC RESILIENCY PROGRAM” AND TO SEEK APPROVAL FROM MEMBER AGENCIES FOR THIS WORK**

**WHEREAS**, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies constituents; and

**WHEREAS** the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of regional opportunities; and

**WHEREAS**, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

**WHEREAS**, the ESCOG was further organized to identify and apply for funding sources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and,

**WHEREAS**, the allocation of the State of California’s budget surplus includes objectives that are of particular interest to the region including wildfire threat mitigation and fire-fighting capacity, enhanced initiatives to address climate change, equitable public access to recreation, housing investment, broadband investments amongst many others.

**WHEREAS**, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and

Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

**WHEREAS**, once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023; and,

**WHEREAS**, The Rural County Representatives of California (RCRC) has received a grant from the federal Economic Development Administration (EDA) and is working with Inyo County as the lead agency to create Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties and the development of the CEDS is a mandatory prerequisite to access certain EDA funding sources, and the ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants; and,

**WHEREAS**, the State of California Strategic Growth Council has established the Regional Climate Collaboratives Program, which will provide funding to build regional capacity to establish community-rooted and cross-sectoral relationships to develop the processes, plans, and projects that will drive and sustain climate action, and

**WHEREAS**, Inyo County has invested in and received grants to establish the Eastern Sierra Small Business Resource Center (ESSBRC) that will support regional businesses and workforce development with an initial focus on Climate Innovation Cluster projects to support business and workforce development efforts already supported by the approved “ESCOG: Sustainable Recreation and Ecosystem Management Program”, including the Eastern Sierra Climate and Communities Resiliency Project, the Eastern Sierra Pace and Scale Accelerator, and various sustainable recreation projects to be administered by the ESCOG, and

**WHEREAS**, these various activities of the ESCOG - reliable regional air service, broadband expansion, sustainable recreation and ecosystem management -share a common theme of regional economic development; and,

**WHEREAS**, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those to be defined in the CERF planning effort the regional CEDS and through regional approach to accessing other State and Federal program to support regional infrastructure, housing solutions, climate resiliency and sustainable recreation, and workforce development; and

**WHEREAS**, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG,

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

**Section 1.** That a program to be known as the “ESCOG: Economic Resiliency Program” be established and pursued by the Eastern Sierra Council Government using its Joint Powers Authority.

**Section 2.** That the Economic Resiliency Program provides for ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies; receive funding to participate in regional economic development planning efforts that have already been funded by agencies outside of the region, including the state of California’s “Community Economic Resiliency Fund” and the completion of a “Comprehensive Economic Development Strategy” funded by the federal Economic Development Administration; and support and build upon the economic development efforts of Member Agencies that promote economic development efforts to enhance the region’s economic resilience and prosperity. Member agency funding for such work is subject to approval by each agency.

**Section 3.** That, in carrying out the these activities, the ESCOG is empowered under the Economic Resiliency Program to apply for and administer grants and other sources of revenue to participate in regional economic development planning efforts, specifically the “Community Economic Resiliency Fund” and “Comprehensive Economic Development Strategy”; 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 reasonable related to its pursuit of the above mentioned activities, provided, however, that the ESCOG: Economic Resiliency Program shall not be authorized to incur debt that is not otherwise secured by the Program’s identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

**Section 4.** That representatives of the four ESCOG jurisdictions return to their respective governing bodies to seek and secure support for the necessary approvals from each member agency for the ESCOG to pursue this important work.

APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

John Wentworth, Chair

ATTEST:

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Angela Plaisted, Clerk

DRAFT



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

**STAFF REPORT**

**To:** ESCOG Joint Powers Authority  
**From:** Elaine Kabala, ESCOG Staff  
**Subject:** Fiscal Year 2022-2023 Budget  
**Meeting date:** June 10, 2022  
**Prepared on:** May 30, 2022  
**Attachments:**  
A) Fiscal Year 2021-2022 Financial Report

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**BACKGROUND/HISTORY:**

This staff report presents proposed ESCOG budget for Fiscal Year 2022-2023 (FY22-23). The proposed budget for total for FY 22-23 is \$2,727,543, which includes a \$25,000 contribution from each member agency and a carry-over balance from FY21-22 of \$48,000. This represents an increase from the modified FY 21-22 budget of \$1,275,000, which included a \$25,000 contribution from all four member agencies. The FY 21-22 budget initially included a contingency request from each member agency for \$6,250 if required for professional grant writing services. The ESCOG did not require the contingency funding for professional services. The FY 21-22 budget was modified at regular ESCOG meeting held February 4, 2022 to accommodate an increase in appropriations commensurate with receiving multiple grants and a line of credit from the Rural County Representatives of California Golden State Finance Authority.

The member agency contributions for the FY 22-23 fund ESCOG staffing and insurance. Increases to the administrative budget include increased insurance to include cyber security insurance, IT support for ESCOG email and email security, and website design services. No other increases to administrative costs are proposed at this time. Administrators for each member agency have been notified of the proposed \$25,000 member agency contribution to include in their respective budgets, and staff has not been notified of any concerns.

The ESCOG has budgeted \$2,000,000 to be expended on implementation of the Eastern Sierra Pace and Scale Accelerator Project, funded via a California Department of Fish and Wildlife Proposition 1 grant (\$3,384,269). This grant includes \$123,790 to pay for ESCOG administrative Services. The ESCOG has budgeted \$247,300 for implementation of the Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI). This grant includes \$16,500 to pay for ESCOG administrative Services. The ESCOG has budgeted \$370,443 for implementation of the Towns-to-Trails project. This grant includes \$38,318 to pay for ESCOG administrative Services.

Any remaining budget from the previous fiscal year will be rolled into the following year.

<b>Proposed Budget FY 22-23</b>	<b>FY 21-22</b>	<b>FY 22-23</b>
<b>Revenues</b>		
Member Contributions	\$125,000	\$100,000
CDFW Prop 1 Grant	\$650,000	\$2,000,000
Sierra Nevada Conservancy Grant		\$247,300
RCRC Line of Credit	\$500,000	\$370,443
<b>Total Revenues</b>	<b>\$1,275,000</b>	<b>\$2,717,734</b>
<b>Expenditures</b>		
Insurance	\$2,100	\$3,500
Services		
Clerical	\$20,000	\$20,000
Executive Director	\$50,000	\$50,000
Financial	\$5,000	\$5,000
Legal	\$10,000	\$10,000
email, cyber security	\$2,500	\$2,500
Website Design Services	--	\$10,000
Professional Services (audit)	\$30,000	\$8,000
Special Department Expenses		
CDFW Eastern Sierra Pace and Scale Accelerator Project Implementation	\$650,000	\$2,000,000
Nat'l Fish and Wildlife Foundation "BIRPI" Project Implementation	--	\$247,300
Sierra Nevada Conservancy "Towns-to-Trails" Project Implementation	--	\$370,443
Publications and legal notices	--	\$800
Bond/loan repayment	\$500,000	--
Contingency	\$5,400	--
<b>Total Expenditures</b>	<b>\$1,275,000</b>	<b>\$2,727,543</b>
Revenues less Expenditures	--	(\$9,800)
FY 2021-2022 carryover balance	--	\$48,000

**BUDGET IMPACTS:**

The Board must adopt a budget to begin the fiscal year in July 2022.

**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 the Fiscal Year 2022-2023 Budget as presented.



## STAFF REPORT

**To:** ESCOG Joint Powers Authority  
**From:** Elaine Kabala, ESCOG Staff  
**Subject:** Consideration of an Agreement with the Sierra Nevada Conservancy for the Towns to Trails Plan  
**Meeting date:** June 10, 2022  
**Prepared on:** May 30, 2022  
**Attachments:** A) State of California Sierra Nevada Conservancy

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### **BACKGROUND/HISTORY:**

In October 2021, the ESCOG submitted a grant application for to the Sierra Nevada Conservancy Vibrant Recreation and Tourism Directed Grant Program, funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), for implementation of the Eastern Sierra Towns to Trails Plan. The "Towns to Trails Plan" was a project identified by the Sustainable Recreation and Tourism Initiative Project.

The grant in the amount of \$370,443 has been conditionally awarded to the ESCOG, pending approval of the attached agreement. The budget includes \$38,318 for ESCOG administrative services (project management) and \$322,125 for Planning Services. The term of the agreement concludes on December 31, 2024.

### **ANALYSIS/DISCUSSION:**

The Trails Plan will focus on connecting northern Alpine County (and potentially beyond) and southern Inyo County (and potentially beyond) to each other through Mono County and to the vast federal public-lands resources of the Eastern Sierra, with connections to participating front country communities along the eastern slope of the Sierra Nevada range. Potential connections to the tribal lands of the Benton Paiute Rancheria, Bishop Colony, Big Pine Colony, Fort Independence Reservation and Lone Pine Reservation may also be developed pending consultations with relevant tribes by representatives of the ESSRP. The Trails Plan will analyze opportunities to connect the communities of Markleeville, Topaz Lake, Coleville, Walker, Bridgeport, Lee Vining,



June Lake, Mammoth Lakes, Crowley, Paradise, Rovana, Bishop, Big Pine, Independence, Lone Pine and Olancho through a public-lands experience.

Relevant land management agencies for the project will include Humboldt-Toiyabe National Forest, Inyo National Forest, the California Department of Fish and Wildlife, the Bureau of Land Management, the Los Angeles Department of Water and Power, the National Park Service (multiple units), California State Parks, Caltrans, Alpine County, Mono County, Inyo County and the incorporated communities of the Town of Mammoth Lakes and the City of Bishop. The Trails Plan will use existing public-lands system trails and soft-surface infrastructure as a baseline for the development of desired alignments and to identify connectivity gaps that may require new infrastructure. The Trails Plan will identify a generally north-to-south immersive frontcountry recreation experience connecting regional communities to public lands and to each other that may roughly parallel the Pacific Crest Trail. The experience will provide multiple points of connectivity to existing public-lands system trails that tend to run east to west, providing access to the backcountry, federally designated wilderness areas, and national parks.

**BUDGET IMPACTS:**

The grant award is for \$370,443. The budget includes \$38,318 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 State of California Sierra Nevada Conservancy Grant Agreement for the Eastern Sierra Towns to Trails Plan.

**Signature Page**  
**State of California, Sierra Nevada Conservancy – GRANT AGREEMENT**

<b>GRANTEE NAME:</b>	Eastern Sierra Council of Governments	
<b>PROJECT TITLE:</b>	Eastern Sierra Towns to Trails Plan	
<b>AUTHORITY:</b>	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68 (Chapter 8.80110(b))	
<b>PROGRAM:</b>	Vibrant Recreation and Tourism Directed Grant Program	
<b>AGREEMENT NUMBER:</b>	1283-RT	
<b>BOARD AWARD DATE:</b>	03/03/2022	
<b>GRANT SUMMARY:</b>		
Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.		
<b>KEY DEADLINES:</b>		
<u>Project Completion Date:</u> The Grantee shall complete the Project by January 1, 2027.		
<u>Payment Request for Final Expenditures, Final Report, and Deliverables:</u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by the "Project Completion" section of this Agreement, by February 15, 2027.		
<u>Agreement Expiration:</u> This Agreement expires on May 1, 2027.		
<b>PROJECT CONTACTS:</b>		
Matt Driscoll is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Elaine Kabala.		
Total State Grant not to exceed	<b>\$ 370,443</b>	(or eligible costs, whichever is less)
<b>All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.</b>		
<b>GRANTEE</b> <b>EASTERN SIERRA COUNCIL OF</b> <b>GOVERNMENTS</b>	<b>STATE OF CALIFORNIA</b> <b>SIERRA NEVADA CONSERVANCY</b>	
By (Signature):	By (Signature):	
Name (Print):	Name (Print):	
Title:	Title:	
Date:	Date:	
Organization Address: PO Box 558 Bridgeport, CA 93517	Organization Address: 11521 Blocker Drive Suite 205 Auburn, CA 95603	

**GRANT AGREEMENT**  
**State of California – Sierra Nevada Conservancy**

**Grantee Name:** Eastern Sierra Council of Governments

**Project Title:** Eastern Sierra Towns to Trails Plan

**Agreement Number:** 1283-RT

**Authority:** California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68 (Chapter 8.80110(b))

**Program:** Sierra Nevada Conservancy  
 Vibrant Recreation and Tourism Directed Grant Program

**SCOPE OF AGREEMENT**

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **Eastern Sierra Council of Governments** (“Grantee”) a sum not to exceed **Three Hundred Seventy Thousand, Four Hundred Forty-Three** dollars (**\$ 370,443**) subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

Grantee shall also implement this project consistent with the provisions of the Sierra Nevada Conservancy Vibrant Recreation & Tourism Grant Guidelines which are incorporated herein by reference and are available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019\\_SNC\\_RecreationAndTourism.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019_SNC_RecreationAndTourism.pdf) and the Fiscal Year 2020-2022 Companion Document for the Vibrant Recreation & Tourism Grant Guidelines which is incorporated herein by reference and is available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021\\_RecTourism\\_GuidelineCompanionDocument.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021_RecTourism_GuidelineCompanionDocument.pdf).

**TERMS AND CONDITIONS OF GRANT**

**General Provisions**

**A. Definitions**

1. “Agreement” means this Grant Agreement and all exhibits incorporated in this Agreement by reference.

2. "Deliverables" means the items specified in Exhibit A, Project Deliverables.
3. "Effective Date" means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.
4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy Vibrant Recreation & Tourism Grant Guidelines which are incorporated herein by reference and are available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019\\_SNC\\_RecreationAndTourism.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019_SNC_RecreationAndTourism.pdf) and the Fiscal Year 2020-2022 Companion Document for the Vibrant Recreation & Tourism Grant Guidelines which is incorporated herein by reference and is available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021\\_RecTourism\\_GuidelineCompanionDocument.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021_RecTourism_GuidelineCompanionDocument.pdf).
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A.
8. "Project Budget" means the Grantee's approved expenses for completion of the Project as described in Exhibit A, Project Budget.
9. "Project Completion Date" means the date by which all project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the anticipated project completion set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

#### B. Term of Agreement

This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

#### C. Project Implementation

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Project Completion Date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report Template Form, which is available from the SNC Project Lead. Final reports must use the Final Report Template Form, which is available from the SNC Project Lead.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et seq. and Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

#### D. Publicity and Acknowledgment

Unless otherwise agreed upon in writing between the parties, Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68)"

#### E. Site Inspection and Monitoring

1. During Project implementation, Grantee shall provide SNC with access to the Project site upon Grantee's confirmed receipt of SNC's request for access.
2. Following completion of the Project, for the duration of the Agreement, SNC has the right to inspect the Project site to ascertain compliance with this Agreement and for monitoring purposes.

#### F. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
  - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
  - b. Spatial data: [ESRI](#)-useable format, meaning the data must have a spatial reference (coordinate system-geographic or projected, and a spatial extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<https://wildlife.ca.gov/Data/BIOS/Metadata>) or one of the metadata styles referenced by ESRI (<http://desktop.arcgis.com/en/desktop/latest/manage->

<data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that SNC will enter spatial data into BIOS, where applicable.

#### G. Adjustment of Funds Among Budget Items

Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category.

#### H. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 7 of the Grant Guidelines
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts.
  - a. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
  - b. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

4. Grantee shall submit all requests for payments using a completed Request for Payment Form, which is available from the SNC Project Lead.
  5. The Request for Payment form must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget, and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
  6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
  7. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
  8. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.
- I. Advances of Grant Funds
1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, SNC may pay Grantee up to three (3) advance payments of Grant Funds, provided that SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
  2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee has expended the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
  3. SNC will only consider a request for advance funds that is submitted on a completed Advance Request Form, which is available from the SNC project Lead.



4. Grantee shall deposit advanced Grant Funds in a separate interest-bearing account. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project.
5. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds, submit to SNC a completed Request for Payment for the amount withdrawn, containing all information required by the Payment Process and Documentation section of this Agreement.
6. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. After providing the first advance of Grant Funds, SNC will not provide a second advance until Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the advance amount. After providing the second advance of Grant Funds, SNC will not provide a third advance until the Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the total amount of funds advanced to date. After providing a third advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with the Project Completion section of this Agreement. If Grantee requests only one or two advance payments, SNC will determine how to provide for the 10 percent retention for the advanced amounts.
7. Within 30 days after completion of the Project or the Project Completion Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

#### J. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
  - a. All deliverables as specified in Exhibit A.
  - b. A Request for Payment for final expenditures, with all required supporting documentation.
  - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
  - d. A Final Report including reporting on performance measures.
  - e. An Equipment Closeout form, if applicable. All equipment purchased using grant funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.

- f. Any other documentation or submittals required by Exhibit A.
2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request Form (Project Closeout Form). The Project Closeout Form must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retention is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
4. SNC shall return the approved Project Closeout Form to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Form.

#### K. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.
2. If SNC suspends or terminates this Agreement prior to the Project Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

#### L. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.

2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-time or part-time. Time-and-effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.

#### M. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide SNC or its agents with any relevant information requested and shall permit SNC or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations.
2. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
3. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California,

including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section L.6. Records Retention, above.

#### N. Assignment

Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

#### O. No Agency Agreement

In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

#### P. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of SNC under it.

#### Q. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.

2. Consistent with Government Code section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

#### R. Drug-Free Workplace Certification

By signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code §8350 et seq.) and will provide a drug-free workplace.

#### S. Certification of No Air or Water Pollution Violation

By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### T. Computer Software

By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

#### U. Unionizing

By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code section 16645.2.

#### V. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

#### W. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to, or waiver of, any subsequent or other breach by the other party.

#### X. Time of the Essence

Time is of the essence with respect to the Project Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

#### Y. Entire Agreement and Amendment

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

#### Z. Locus

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

#### BB. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the Vibrant Recreation and Tourism Directed Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.

Sierra Nevada Conservancy  
Vibrant Recreation and Tourism  
Grant Program

**EXHIBIT A**

**Grantee:** Eastern Sierra Council of Governments  
**Project Title:** Eastern Sierra Towns to Trails Plan  
**Agreement Number:** #1283-RT  
**Funding Authority:** Proposition 68, Chapter 8, Section 80110(b)(9)

**PROJECT SCOPE / DESCRIPTION**

The Eastern Sierra Towns to Trails Plan (Trails Plan), submitted by the Eastern Sierra Council of Governments (ESCOG), is a planning project that will develop a regional trails plan to create a multi-use network of trails, which will connect Eastern Sierra communities to each other and to public lands throughout the region. The project spans the Sierra Nevada Conservancy's (SNC) East Subregion, from northern Alpine County, through Mono County, to southern Inyo County. The Trails Plan will be completed on land managed by multiple entities, including the Humboldt-Toiyabe National Forest, Inyo National Forest, Bureau of Land Management, and others.

The Trails Plan was conceptualized and developed by the SNC-funded Sustainable Recreation and Tourism Initiative, an effort that gathered project ideas through regional recreation stakeholder engagement. It has also been identified by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) as one of their top-eight-priority projects and will be a collaborative planning effort among ESSRP members. Through data collection and engagement with regional stakeholders, the Trails Plan will use existing public lands system trails as a baseline for the development of desired trail alignments and identify connectivity gaps that may require new infrastructure. The Trails Plan will also identify environmental planning needs and opportunities for on-the-ground implementation projects. The outcome of the Trails Plan will be a collaboratively developed plan for trail alignments that connect Eastern Sierra gateway communities to each other, as well as connecting the general public to the recreation opportunities and the public lands of the region.

The Trails Plan will support the SNC Strategic Plan in multiple ways. It will assess conditions, existing resources, needs, and opportunities by collecting data on the current trail infrastructure, developing potential alignments, and identifying environmental planning needs. It will support and promote recreation, tourism, and economic development in the Eastern Sierra by creating connections between gateway



communities and public land recreation opportunities. It will also help build capacity and partnerships with the ESCOG and ESSRP members. The Trails Plan supports Proposition 68 by creating opportunities for access to recreation, investing in trail networks and infrastructure as a cost-effective way to promote physical activity, and by utilizing recommendations from the region's climate vulnerability assessment to mitigate the effects of climate change and protect California's natural resources for future generations.

### **PROJECT TASKS AND TIMELINE**

<b>Detailed Project Tasks</b>	<b>Approximate Project Timeline</b>	<b>Budget Category</b>
Task 1: Six-Month Progress Reports 1.1: Progress Report #1 1.2: Progress Report #2 1.3: Progress Report #3 1.4: Progress Report #4 1.5: Progress Report #5 1.6: Progress Report #6	April 2022 – December 2024	D
Task 2: ESCOG Contracting 2.1: Procure contractors	April 2022 – August 2022	B, C, D
Task 3: Pre-Production 3.1: Assemble Trails Plan Team 3.2: Establish communications program 3.3: Data and document collection and development 3.4: Begin wayfinding	September 2022 – December 2022	A, D
Task 4: Collaborative Planning Initiation 4.1: Host kickoff meetings 4.2: Establish Stakeholder Teams	January 2023 – March 2023	B, D
Task 5: Collaborative Planning: Phase 1 5.1: Convene Stakeholder Team meetings 5.2: Identify potential trail alignments using existing infrastructure and projects for implementation 5.3: Report out to Region	April 2023 – October 2023	B, D
Task 6: Collaborative Planning: Phase 2 6.1: Reconvene County Stakeholder Teams 6.2: Identify potential trail alignments for new infrastructure 6.3: Report out to Region	November 2023 – May 2024	B, D

<b>Detailed Project Tasks</b>	<b>Approximate Project Timeline</b>	<b>Budget Category</b>
Task 7: Trails Plan Ground Truthing and Final Plan Development 7.1: Ground truthing by data teams 7.2: Complete final Trails Plan document 7.3: Report out to regional stakeholders	June 2024 – December 2024	C, D
<b>Anticipated Completion Date*</b>	<b>December 31, 2024</b>	
<b>Request For Payment Of Final Expenditures</b>  <b>Final Report</b>  <b>Performance Measures Report</b>	<b>60 days from Project Completion or no later than the Key Deadline: Payment Request for Final Expenditures identified on page 1 of the Agreement</b>	D

\*This is the date, based on Grantee's anticipated timeline, by which Grantee estimates it will complete the project. This date might be significantly earlier than the Project Completion Date and can change as project implementation proceeds.

### **PROJECT BUDGET**

<b>Project Budget Categories</b>	<b>SNC Funding</b>
A. Data Collection and Development	\$92,925
B. Collaborative Planning and Stakeholder Engagement	\$135,600
C. Trails Plan Development	\$93,600
D. Project Management	\$38,318
E. Administrative Costs	\$10,000
<b>TOTAL</b>	<b>\$370,443</b>

### **PROJECT DELIVERABLES\*\***

<b>Deliverable</b>	<b>Format</b>	<b>Date Due</b>
Reports: every 6 months	SNC Report Forms	Every 6 months from agreement execution date
Collaborative Planning Meetings	Meeting materials (agendas, maps, outcomes, etc.)	As completed
Regional Trails Plan	Electronic copy (PDF or similar) of the Plan	December 31, 2024
<b>Request For Payment Of Final Expenditures</b>	<b>SNC Request for Payment Form</b>	<b>60 days from Project Completion or no later than the Key Deadline:</b>

<b>Final Report &amp; Performance Measures Report</b>	<b>SNC Final Report Form</b>	<b><i>Payment Request for Final Expenditures identified on page 1 of the Agreement</i></b>
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\*\* Deliverable is the term for the quantifiable items or documentation of completed activities that will be provided during and upon the completion of a Project. A deliverable could be a report, a document, or any product that results from a Project.

## **PROJECT REPORTING REQUIREMENTS**

### **Progress and Final Report(s):**

The Grantee shall provide six-month progress reports and a final report as specified in the Project Schedule. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the work completed during the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) Web site in the following location:

<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.

### **Performance Measures Reporting:**

Performance Measures (PM) are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals.

The Grantee shall report on PMs as part of the Final Report. The Grantee shall consider the following four quantitative PMs and report on the ones that are applicable to this Project. Additional information, including details on specific PMs, can be found on the SNC Web site in the following location: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/performance-measures/>

1. Resources Leveraged in the Sierra Nevada:  
The purpose of this PM is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.
2. Number and Diversity of People Reached:  
The purpose of this PM is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.

3. Number and Type of Jobs Created:

The purpose of this PM is to measure economic benefits to the Sierra Nevada Region by tracking the full-time-equivalent jobs created by SNC-funded activities.

4. Number and Value of New, Improved, or Preserved Economic Activities:

The purpose of this PM is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved, or preserved economic activities, products and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measurable way. The specific Performance Measures and the associated targets for this Project include the following:

5. Number of Collaboratively Developed Plans and Assessments

The purpose of this PM is to measure the extent of collaboration within local communities. This PM is relevant for a wide variety of projects. Plans and assessments help communities plan for resource use, qualify for targeted funding, and support understanding of conditions and management options. Examples of anticipated subjects include fire protection, water resources, land use, tourism development, habitat surveys and many more.



## STAFF REPORT

**To:** ESCOG Joint Powers Authority

**From:** Elaine Kabala, ESCOG Staff

**Subject:** Approval of Plans and Specifications for Implementation of the Buttermilk Infrastructure and Recreation Planning Initiative Phase 1: Toilet Facilities Replacement

**Meeting date:** June 10, 2022

**Prepared on:** June 3, 2022

**Attachments:** A) Plans and Specifications for Buttermilk Toilet Facilities

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### **BACKGROUND/HISTORY:**

On August 6, 2021, the ESCOG submitted a grant application to the National Fish and Wildlife Foundation (NFWF) in support of projects identified in the Sustainable Recreation and Tourism Initiative for regional recreation improvements, specifically for infrastructure improvements and recreation planning in the Buttermilk recreation area west of Bishop. The Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) will be implemented in two phases: the first phase will be to procure a double vault toilet to replace the existing vault toilet at the bouldering area and the second phase will be to develop a high level recreation plan for the greater Buttermilk area. The ESCOG Board approved an agreement with NFWF for implementation of the BIRPI on May 6, 2022.

### **ANALYSIS/DISCUSSION:**

Staff has coordinated with the Inyo National Forest to develop a statement of work, specifications, and project maps necessary to notice a bid for the fabrication, delivery, and installation of one double vault toilet building. The building will be delivered and installed at the identified site in the Buttermilk Climbing area on the Inyo National Forest. The work also includes the excavation of vault holes and installation of the vault toilet building. Installation includes all associated work necessary to bring the buildings into service. The Inyo National Forest will work with the ESCOG to ensure the successful construction of the vault toilet.

Based on inflation, rising fuel prices, and other uncertainties, staff intends to advertise and secure an agreement for construction of the infrastructure improvements prior to advertising for the recreation planning component.

**BUDGET IMPACTS:**

The grant award is for \$ \$247,300.00. The budget includes \$83,300 for installation of the vault toilet.

**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 attached plans and specifications and authorize staff to prepare and publish a notice of bids for the installation of a double vault toilet in the Buttermilk recreation area in partnership with the Inyo National Forest.



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

**DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK**

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**1. Scope of Work**

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**Description of Work:**

- I. Fabrication, delivery, and installation of one (1) concrete CXT Tioga Special double vault with chase toilet building or approved equal. This building shall be delivered and installed at the identified site in the Buttermilk Climbing area on the Inyo National Forest. Work also includes the excavation of vault holes and installation of the vault toilet building. Installation includes all associated work necessary to bring the buildings into service.

For purposes of consideration of “equal” products, the following criteria will be used in making the final determination:

- Floor plan
- General building aesthetics
- Contractor must be responsible for complete assembly and installation of toilet buildings at Forest Service site
- Warranties
- Design criteria used (seismic design, snow load, wind load, accessibility)
- Plumbing/electric fixtures
- Maintenance-free characteristics (e.g. colored-through concrete, anti-graffiti coating, etc.)

**Contractor Responsibility:**

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by others.

## 2. Project Location & Description

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### **Location:**

The project is located in the Buttermilk Climbing area on the White Mountain Ranger District of the Inyo National Forest. The Buttermilk Climbing area is located approximately 11 miles west of the Bishop, CA. See project location maps for directions and specified location.

### **Exclusions (Non-Work Areas):**

All other areas that are not directly adjacent to the selected installation areas are considered non-work areas and should not be impacted by the contractor in any way.

### **Accessibility:**

CA-168 West is a paved, two lane road. The Buttermilk Road is a native surface road with a relatively poor driving surface, rocks, and sand. Slow rates of travel are required. Prospective bidders should assess the road condition prior to bidding to assess delivery conditions.

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the ESCOG soon enough to allow a reply to reach all prospective contractors before the solicitation closing date.

Oral explanations or instructions given before the award of a contract will not be binding.

## 3. Maps & Drawings

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**See attachments for maps.**

Maps are general in nature and are not to be considered as definitively identifying locations. Final location of the toilet and finish floor elevation will be staked in the field by others prior to installation.

## 4. Estimated Start Date & Contract Time

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**Estimated Start Date:** *Building fabrication start date will be based upon manufacturer's lead time. Installation start date will be no later than 10/15/2022*

**Number of Calendar Days Required:** 16 weeks (112 days)

Contract time includes manufacturing lead time (approximately 12 weeks) for fabrication of toilet buildings after the building order is placed, which may occur any time after award. Contract time also includes delays due to weather, locating and transporting supplies and materials, and final site clean-up.

## 5. Restrictions on Work

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Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Inyo National Forest's rights under the Suspension of Work Clause (52.242-14) as needed for work performed on the Forest.



## Attachment A

Restrictions are as follows:

1. The Contractor shall notify the ESCOG two weeks (minimum) prior to the expected delivery of the toilet buildings.
2. In accordance with the fire plan, included in Attachment B.
3. When the ESCOG (or designated representative), in partnership with the Inyo National Forest, determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
4. The Contractor and Contractor's employees will not be permitted to have dogs or other pets on the project site at any time.
5. When the ESCOG (or designated representative), in partnership with the Inyo National Forest, determines that work must stop due to the presence of archeological artifacts.
6. Contractor's equipment shall be inspected for weeds and comply with the fire plan prior to use on the job site by the designated project inspector.
7. The Contractor is responsible for the security of their tools and equipment at all times during the project.
8. All trash and loose materials shall be secured every day by the Contractor.
9. The Contractor is responsible for removal and disposal of all excavated dirt and shall not leave excavated dirt scattered all over the site after installing the vault toilet buildings, unless approved by the designated project inspector.
10. The Contractor is responsible for installing sediment control devices; such as straw wattles, to prevent sediment runoff to nearby areas. Excavation work shall not commence until sediment control devices have been installed and approved by the designated project inspector.
11. All motorized equipment shall be provided with key locks or other devices to render them inoperable when the Contractor is not on site.
12. The Contractor shall provide bear proof trash receptacles for construction and employee waste if waste is left onsite overnight.
13. All construction debris remains the property of the Contractor and shall be properly disposed of off of National Forest Land.

## 6. Licenses and Insurance

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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 as described in Attachment C.

**Other:**

All state transportation permits required for transport of the buildings and the Contractor's equipment to and from the project site are the responsibility of the Contractor.

## 7. Technical Requirements

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### Primary Tasks

- A. Fabrication and Delivery of one (1) new Double Rocky Mountain (or equal) vault toilet buildings with chase and two (2) polyethylene lined concrete vaults.
  - 1. The Contractor will transport the toilet buildings and vaults from the manufacturing plant to Buttermilk Climbing area site.
  - 2. The prefabricated toilets shall include all fixtures present in a functional vault toilet upon installation, see section 7-2.
  - 3. The Contractor shall also provide a crane for off-loading and setting the vaults and toilet buildings into the selected installation sites. The Forest Service will field stake the installation site.
  
- B. Excavation of vault holes and installation of the toilet buildings
  - 1. The Contractor shall excavate the vault holes at the selected installation sites, spread aggregate (aggregate to be supplied by the Forest Service), compact it, set the vaults, apply the sealer, and then set the buildings. Rocks and boulders may be encountered during the excavation.
  - 2. Once the toilet buildings have been set, the Contractor shall place backfill around the perimeter of the toilet buildings in 2 foot lifts and compact it to 95% using native soil to grade. Water shall be used to obtain optimal moisture to meet compaction requirements. The finished grade around the perimeter shall be out sloped at approximately 1% to allow drainage after installation of the toilet buildings.

### 7-1 Definitions

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**Definitions:** NONE

### 7-2 Specifications

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The new toilet building shall have the following specifications:

## Attachment A

### A. Building Design

1. Toilet buildings shall have an all-concrete design with a minimum 3/12 roof pitch.
2. Toilet buildings shall have a minimum 4" wall, 4½" roof, and 5" floor thickness.
3. Toilet buildings shall have a one-piece floor unit to prevent panels that migrate in different directions during periods of freeze/thaw stress.
4. Toilet buildings shall have two (2) one-piece full length and width vault unit to support the building screen area, and snow loads evenly.
5. Toilet buildings shall meet the requirements of the Architectural Barrier Act (ABA).

### B. Concrete

1. Concrete mix design shall be design to ACI 211.1 to produce concrete of good workability.
2. Cement will be low alkali type I-II or type III conforming to ASTM C-150
3. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67
4. Minimum water/cement ratio will not exceed 0.45
5. Air-entrainment admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A. Plasticizing admixtures will conform to ASTM C 1017. Other admixtures will not be used without approval.
6. Average 28-day strength of concrete shall be 4,500 psi.

### C. Roof Design

1. Toilet buildings shall be designed to withstand a 250 pounds per square foot snow load.
2. The underside of the overhang shall have a smooth finish.
3. The roof shall have a ribbed metal pattern stamped into the concrete.

### D. Floor Design

1. Toilet buildings shall be designed to withstand a 400 pounds per square foot floor load.
2. Interior floor and exterior slabs shall be floated and troweled.

### E. Wind Load

1. Toilet buildings shall be designed to withstand the effects of 85 mile per hour sustained with 110 miles per hour 3- second gust, wind exposure C.

### F. Earthquake

1. Toilet buildings shall be de designed to withstand the effects of a category E earthquake.

### G. Vaults

## Attachment A

1. The double vault toilet stall shall have two (2) vault capable of holding up to 1,000 gallons each and shall be lined with black polyethylene liner that is cast into the side walls.
2. The vaults shall have a bottom slope of 1" per foot from under the toilet riser to the outside cleanout area – slope shall be such that the waste drains to the clean out end.
3. The vaults shall have a 24" diameter (minimum) lightweight manhole cover installed to the rear of side of the building.
4. The manhole cover should be raised, with the surrounding concrete sloped away using a minimum slope of ½" per foot.
5. The depth of the vault shall be no deeper than 4½' to 5'.
6. A 12" diameter round pipe shall be installed to vent the vault and the pipe shall be raised a minimum of 3' above the highest point of the roof.
7. Each vault shall have one vent pipe. The vent pipes shall be straight up from the vault and include a bird exclusion screen at the top.

### H. Building Finish

1. Inside Concrete Surfaces
  - a) Inside floors shall have one (1) coat of 1-part water based chemical resistant urethane.
  - b) Interior walls and ceiling shall have two (2) coats of a modified acrylic, water repellent, penetrating strain, followed by one (1) coat of clear sealer.
2. Exterior Concrete Surfaces
  - a) Exterior walls shall have two (2) coats of water repellent penetrating stain in the same color as the walls or roof followed by one (1) coat of clear acrylic anti-graffiti sealer.
  - b) Concrete stamp pattern will be a stucco pattern from floor to roof. Color selection to be determined after award of contract.
  - c) Roof stamp pattern will be a ribbed metal look. Color selection to be determined after award of contract.
3. Metal Surfaces

All metal surfaces; both inside and outside the vault toilet building, shall receive two (2) coats of DTM ALKYD.

### I. Products & Fixtures

1. Grab bars
2. Toilet paper dispensers
3. Toilet risers
4. Steel doors with vents/louvers, hinges, and lockset
5. Wall vents
6. Door stop
7. Double coat hook
8. Door sweep
9. Raptor/bird screen on vent
10. Solar vent fan

11. Sign in each room stating "Do not throw trash in vault" or similar.

J. Warranty

1. The toilet buildings shall have a 20 year structural warranty.

7-3 Contractor-Furnished Equipment

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The Contractor is responsible for providing all equipment necessary to successfully complete the work stated in this Contract.

7-4 Government-Furnished Equipment/Supplies

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Aggregate. Contract responsible for identifying the quantity of aggregate required to complete work.

# Buttermilk Toilet Location Map

Directions from Bishop, CA, USA to Toilet Location

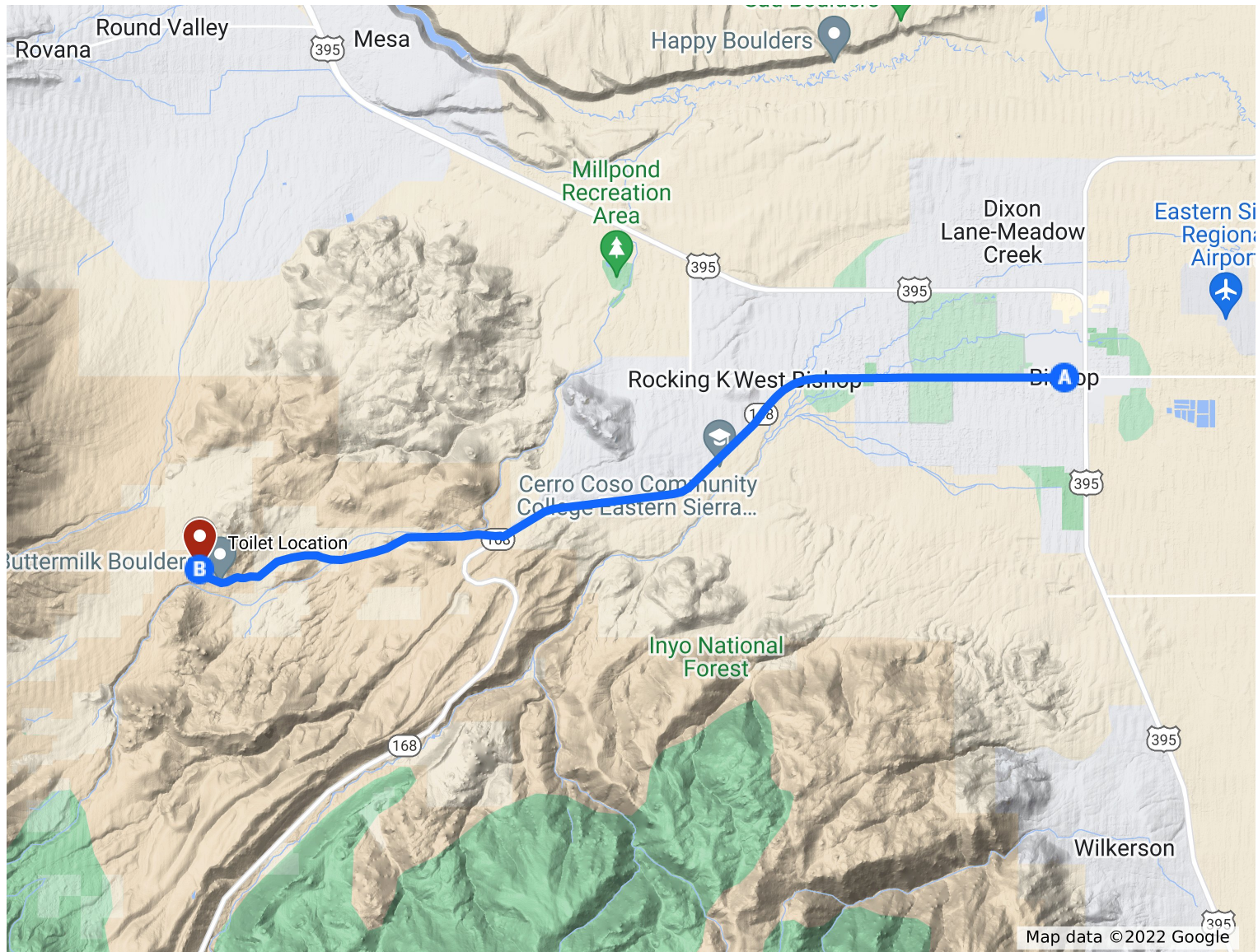
- A** Bishop, CA, USA
- B** Toilet Location

## Directions from Bishop

- Head west on CA-168/W Line St for 7 mi
- Turn right onto Buttermilk Rd
- Continue on Buttermilk Rd for 3.6 mi
- Immediately after cattleguard, turn right on Forest road 07S04
- Toilet location is on left side of road in aprox. 600 ft

## Notes:

- The Buttermilk Road is in very rough condition and requires a slow rate of travel.
- There are rocky sections, sandy sections, and washboard conditions.
- Passenger cars can make it up the road with caution.



# Buttermilk Toilet Location Map

Elevation of Bishop ~4,150 ft  
Elevation of toilet site ~6,470 ft  
No water, power, or sanitation at site

## Directions from Bishop

- Head west on CA-168/W Line St for 7 mi
- Turn right onto Buttermilk Rd
- Continue on Buttermilk Rd for 3.6 mi
- Immediately after cattleguard, turn right on Forest road 07S04
- Toilet location is on left side of road in aprox. 600 ft

## Notes:

- The Buttermilk Road is in very rough condition and requires a slow rate of travel.
- There are rocky sections, sandy sections, and washboard conditions.
- Passenger cars can make it up the road with caution.



# Buttermilk Toilet Location Map

Toilet is located in at the NE intersection of Forest Roads 07S04 and 07S04B.

See project drawing for orientation.







STAMPS, LOGOS, AND SEALS

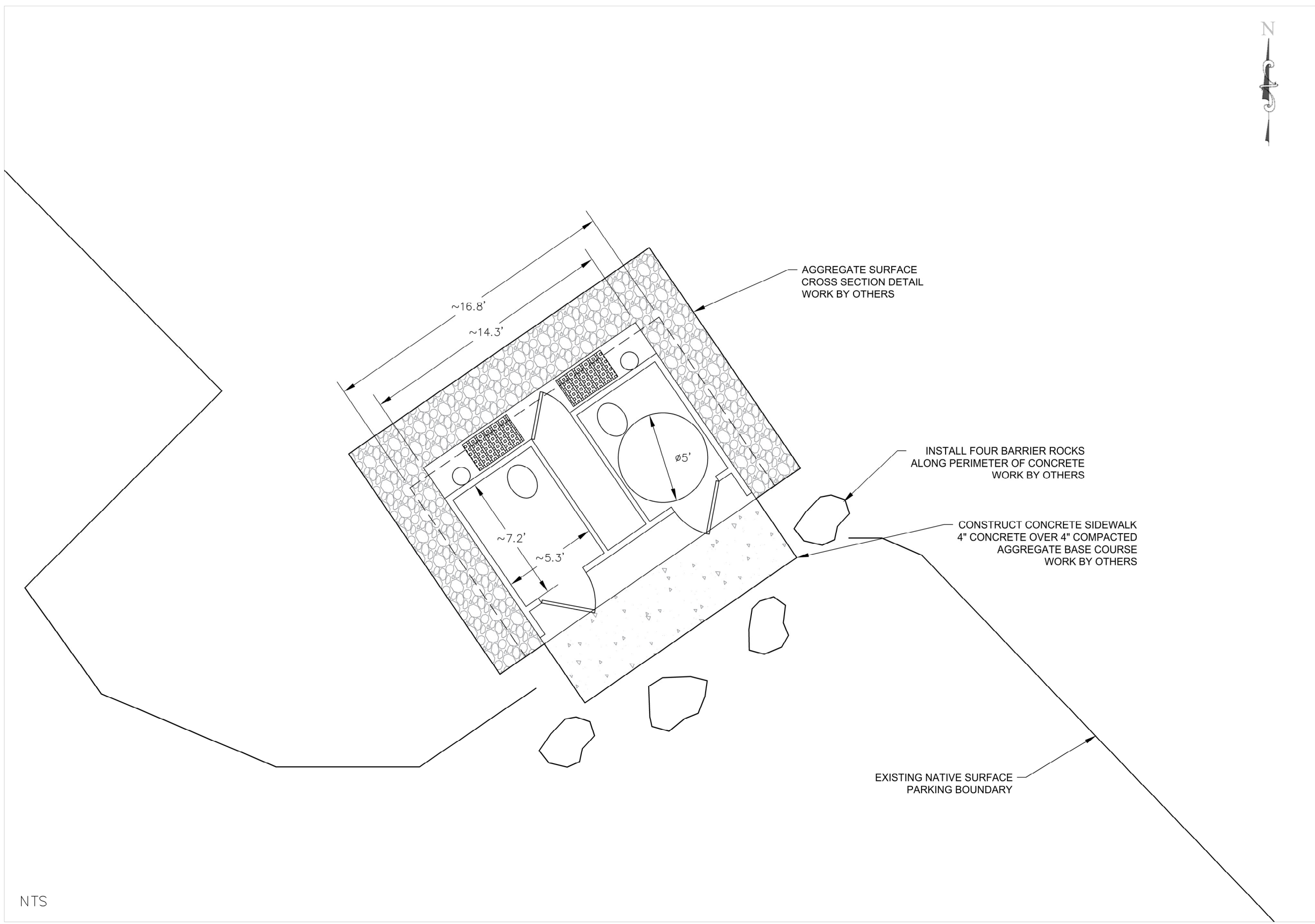
4		
3		
2		
1		
NO.	REVISION / ISSUE	DATE

PROJECT NAME

DRAWING TITLE

**Buttermilk Vault Toilet**

DATE	ARCHIVE NO.
DESIGNER	DRAWING SHEET NO.
DRAWN	<b>1</b>
CHECKED	
PROJECT NO.	SHEET <b>1</b> OF



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**FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS  
AS REQUIRED BY THE INYO NATIONAL FOREST  
08/02/2012**

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Contractor

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.

(3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.

(4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

**Active Landing:** A location the contractor may be skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

**Hot Saw:** A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

**Mechanical Operations:** The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders , dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

**The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.**

- This contract  requires,  does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.

**A. Fire Tools and Equipment:** Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

**B. Fire Extinguishers:** Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher,

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harvester, forwarder, hot saws, stroke delimeter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

**C. Spark Arresters and Mufflers:** Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

**D. Power Saws:** Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

• This contract  requires,  does not require, Section 4E of the Fire Plan.

**E. Tank Truck or Trailer:** Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level	1000 Feet	2000 Feet	3000 Feet	4000 Feet	5000 Feet	6000 Feet	7000 Feet	8000 Feet	9000 Feet	10000 Feet

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55	179	23	174	23	16	23	16	22	16	22	15	22	15	22	15	21	14	21	14	21	13	21
					9		5		1		7		3		0		6		2		9	
70	175	23	171	23	16	22	16	22	15	22	15	22	15	21	14	21	14	21	13	21	13	20
					6		2		8		4		0		7		3		9		6	
85	171	23	168	23	16	22	15	22	15	22	15	21	14	21	14	21	14	21	13	20	13	20
					3		9		5		1		7		4		0		6		3	
100	168	23	164	23	15	22	15	22	15	22	14	21	14	21	14	21	13	20	13	20	13	20
					9		5		2		8		4		1		7		3		1	
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

**This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.**

**F. Compressed Air Foam System:** A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

## Attachment B

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

**This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.**

### 5. GENERAL

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking

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be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
<b>Dispatch Center</b>	<b>OVICC</b>	<b>351 Pacu Lane Bishop CA 93514</b>	<b>760-873-2488</b>
Nearest FS Station	Engine 31	798 North Main Street Bishop, CA 93514	760-873-2518

**When reporting a fire, provide the following information:**

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.

▪ **This contract  requires,  does not require, Section 5G of the Fire Plan.**

- G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

▪ **This contract  requires,  does not require, Section 5H of the Fire Plan.**

- H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot,

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unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
<b><u>Fire Supervisor</u></b>		
<b><u>Fire Patrolperson</u></b>		

- I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

6. **EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

**Fire Danger Rating Area/Fire Weather Station for Project** South

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The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

**Phone Number or Website to obtain Predicted Activity Levels:** 760-873-2555

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## Attachment B

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

### PROJECT ACTIVITY LEVEL

<b>Level</b>	<b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>
<b>A</b>	Minimum requirements noted above in Sections 4 and 5.
<b>B</b>	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
<b>C</b>	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
<b>D</b>	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>Ev</b>	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ul> <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> <li>a) A tractor with a blade or other equipment capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ul> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>

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<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

This Project utilizes “The Project Activity Level” (PAL), an industrial operation’s fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

<b>North - Project Activity Level Climatology</b>								
Fire Danger Rating Area/Weather Station	Crestview RAS				Years Analyzed	2005 - 15		
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>Ev</b>	<b>E</b>	Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
May*	8	7	8	2	1	0	304	
June	3	4	12	5	5	0	350	
July	1	3	14	7	6	0	369	
August**	0	2	12	8	8	0	366	
September	1	2	14	9	4	0	357	
October**	2	6	14	5	1	0	335	
November*	2	3	4	1	0	0	121	
							<b>2202</b>	
*Total days shown does not equal total days in month due to N.O.S starting or ending early due to snow								
**Total days shown does not equal days in month due to PAL not calculated by FS due to System Errors								

Attachment B

**Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement**

Project Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Request #\_\_, for period: \_\_\_\_\_

Units/Subdivisions Affected: \_\_\_\_\_

<b>Location of operation:</b>	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
<b>Fuel Moistures</b>	
Response time of suppression resources	
Potential for ignition	
RAWS location	
<b>Current Fire Situation:</b>	
Draw down information	
National Readiness Level	
<b>Contractual considerations:</b>	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Contractors proposals)	
<b>Social &amp; Community Considerations:</b>	
Proximity of high value resources	
Sensitivity of location	





**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:** June 10, 2022  
**Prepared on:** May 30, 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 May 6, 2022 the ESCOG Board made certain findings by resolution to continue meeting remotely; however, the Board determined not to meet within the 30 days to make the findings to continue meeting remotely and the resolution has expired. In order to continue meeting remotely, the Board would need to adopt a resolution to make the authorizing findings and continue to meet every 30 days to keep the resolution in effect. Alternatively, the Board may chose to return fully to in-person meetings.

Staff requests the Board discuss and provide direction regarding in-person and virtual meeting options in the future. The next regular meeting is scheduled to be held August 12, 2022 at the Bishop City Council Chamber.

**BUDGET IMPACTS:**

None.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

If the Board wishes to proceed with virtual meetings, Staff recommends that the Board adopt a resolution regarding virtual meetings for the protection of public health pursuant to AB 361.

Staff also requests the Board determine the location of the next in-person meeting and direct staff to update the ESCOG JPA Meeting Schedule as appropriate.

**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** 10th day of June, 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