



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

Thursday, June 15, 2023, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

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

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

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

NOTE: You may watch this meeting on the Town of Mammoth Lakes' (TOML) website at <https://pub-townofmammothlakes.escribemeetings.com/?Year=2023>, via Zoom or on TOML's local government cable channel 18.

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

ZOOM INFORMATION

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

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

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799

***To raise your hand press *9, To Unmute/Mute press *6**

Webinar ID: 924 2142 7651

International numbers available: <https://monocounty.zoom.us/j/92421427651>

1. **CALL TO ORDER AND ROLL CALL**
 - 1.1 **Request to approve Supervisor Salcido's Remote Participation in the June 15, 2023 ESCOG Meeting Pursuant to AB 2449**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTS**

Notice to the Public: This time is set aside to receive public comment on matters not calendared on the agenda. When recognized by the Chair, please state your name and address for the record and please limit your comments to three minutes. Under California law the Eastern Sierra Council of Governments Board is prohibited from generally discussing or taking action on items not included in the agenda; however, the Eastern Sierra Council of Governments Board may briefly respond to comments or questions from members of the public. Therefore, the Eastern Sierra Council of Governments Board will listen to all public comment but will not generally discuss the matter or take action on it.
4. **CONSENT AGENDA**
 - 4.1 **Approve the minutes of the April 21, 2023 Special Meeting**
 - 4.2 **Approve Modification of Amendment USFS Collection Agreement Between the Eastern Sierra Council of Governments and the United State Department of Agriculture, U.S. Forest Service Inyo National Forest**
5. **POLICY MATTERS**
 - 5.1 **Receive a Presentation from Patricia Robertson, Executive Director, Mammoth Lakes Housing**
 - 5.2 **Receive a Presentation from Neil Peacock, Supervising Transportation Planner, Caltrans, Regarding Submitting a Reconnecting Communities/Highways to Boulevards grant via the ESCOG**
 - 5.3 **Receive an Update Regarding the Community Economic Resiliency Fund (CERF) from Stacy Corless, Government and Community Affairs Director, Sierra Business Council**
 - 5.4 **Ratify Agreement with the Sierra Business Council for the Purpose of the Community Economic Resiliency Fund (CERF)**
 - 5.5 **Approve Fiscal Year 2023-2024 ESCOG Budget**
 - 5.6 **Approve Eastern Sierra Sustainable Recreation Partnership Memorandum of Understanding and Authorize the Chair to Sign**
 - 5.7 **Update from Eastern Sierra Regional Broadband Coordinator Scott Armstrong**
 - 5.8 **Executive Director Update Report**
6. **BOARD MEMBER/AGENCY REPORTS**

Informational reports from Member Agency representatives on committees, commissions, and organizations; general reports on Board Member activities
7. **REQUEST FOR FUTURE AGENDA ITEMS**

8. ADJOURNMENT

The ESCOG will adjourn to the next regular meeting scheduled to be held on August 17, 2023.



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Executive Director
Subject: Request to approve Supervisor Salcido's Remote Participation in the June 15, 2023 ESCOG Meeting Pursuant to AB 2449
Meeting date: June 15, 2023
Prepared on: June 9, 2023
Attachments: None

ANALYSIS:

AB 2449 permits a member of a legislative body to participate remotely in a meeting of that body if he or she has either "just cause" or an "emergency circumstance." Per Gov't Code section 54953(j), "just cause" includes "Emergency circumstances" meaning a physical or family medical emergency that prevents a member from attending in person."

Supervisor Salcido is recovering from surgery and is required to remain reclined for two weeks following the operation. She therefore has just cause to appear remotely at this ESCOG meeting.

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

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board approve Supervisor Salcido's request to appear remotely at the June 9, 2023 ESCOG meeting.



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

Minutes of Special Meeting

April 21, 2023, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

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

Members Absent: Board Member Lynda Salcido

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

Chair Jeff Griffiths called the meeting to order at 8:35 a.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z, Mammoth Lakes, CA.

2. **PLEDGE OF ALLEGIANCE**

Inyo County Public Works Deputy Director - Airports Ashley Helms led the Pledge of Allegiance.

3. **PUBLIC COMMENTS**

Eastside Project Navigator for the Community Economic Resilience Fund (CERF) project Magnolia Barra introduced herself to the Board and said that she would be the liaison between the Sierra Business Council (SBC), CERF and the ESCOG.

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

4. **CONSENT AGENDA**

Moved by Board Member John Wentworth
Seconded by Board Member Stephen Muchovej

Approve the Consent Agenda.

For (7): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Absent (1): Board Member Lynda Salcido

Carried (7 to 0)

4.1 Approve the minutes of the Regular Meeting February 10, 2023

4.2 Approve Amendment No. 1 to Professional Services Agreement with Alta Planning and Design for Towns to Trails Plan

5. POLICY MATTERS

5.1 Introduce Inyo Mono Broadband Coalition (IMBC) Regional Broadband Coordinator Scott Armstrong and Receive a Report on IMBC Activities

Inyo Mono Broadband Coalition (IMBC) Regional Broadband Coordinator Scott Armstrong introduced himself and provided the Board with his background information. Mr. Armstrong spoke about what he had been working on with the IMBC and changes that had been made to the Coalition. He directed the members of the Board to the IMBC website for additional information and spoke about grants that had been awarded to both Mono and Inyo Counties, and upcoming grant opportunities. He said that Tuolumne County would hold an in person public meeting to allow for input on the State's Broadband Equity, Access, and Deployment (BEAD) Program on May 30th and said that he was working on setting up a dual meeting location in Mono or Inyo County so that our community leaders and members of the public could participate in that meeting at a local venue.

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

5.2 Receive a Presentation from Kristen Pfeiler, Inyo County Wildfire Preparedness Coordinator Regarding Regional Wildfire Resiliency Planning

Inyo County Wildfire Preparedness Coordinator Kristen Pfeiler outlined the information in the *Wildfire in the Eastern Sierra Aligning Community and Regional Efforts* presentation and announced that funding for the CalFire County Wildfire Coordinator positions had been extended through March 2025.

There was discussion between Ms. Pfeiler, Executive Director Elaine Kabala and members of the Board.

5.3 Mono Inyo Airport Working Group Committee Report on Meeting Held April 7, 2023

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

Inyo County Chief Administrative Officer (CAO) Nate Greenberg provided an update on the efforts of the Mono Inyo Airport Working Group Committee (MIAWG).

Inyo County Public Works Deputy Director - Airports Ashley Helms addressed questions from the Board.

There was discussion between Ms. Kabala, Mr. Greenberg, Ms. Helms and members of the Board.

Staff was given direction to coordinate with the regional managers to begin moving forward with some of the strategic plan in parallel with efforts to coordinate discussions with each of the regional entities.

5.4 Discuss Regional Parks and Recreation Collaboration

Chair Jeff Griffiths and Executive Director Elaine Kabala outlined the information in the staff report.

City of Bishop City Administrator Deston Dishion spoke about the further degradation of the recreation fields at the Bishop City parks after this winter and discussed options Bishop was considering as to how to repair them, and said he would like regional support.

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

5.5 Approve Modified ESCOG Schedule

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 John Wentworth
Seconded by Board Member Chris Bubser

Approve the Modified ESCOG Schedule.

For (7): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Absent (1): Board Member Lynda Salcido

Carried (7 to 0)

5.6 Approve Memorandum of Understanding with the Sierra Business Council for the Purpose of the Community Economic Resiliency Fund (CERF)

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

Vice Chair Bob Gardner left the meeting at 10:22 a.m. and returned at 10:24 a.m.

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

Moved by Board Member John Wentworth
Seconded by Board Member Karen Schwartz

Approve the Memorandum of Understanding with the Sierra Business Council (SBC) for the Purpose of the Community Economic Resiliency Fund (CERF) with an amendment to Item C to specify a year for the first deliverable due date.

For (7): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Absent (1): Board Member Lynda Salcido

Carried (7 to 0)

5.7 Discussion Submission of Comprehensive Economic Development Strategy (CEDS)

Executive Director Elaine Kabala and Legal Counsel Grace Chuchla outlined the information in the staff report.

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

Moved by Board Member John Wentworth
Seconded by Chair Jeff Griffiths

Direct staff to coordinate with each County to prepare a resolution authorizing the Eastern Sierra Council of Government (ESCOG) to submit the Community Economic Development Strategy (CEDs) on behalf of the Eastern Sierra Region.

For (7): Chair Jeff Griffiths, Vice Chair Bob Gardner, Board Member Trina Orrill, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Stephen Muchovej

Absent (1): Board Member Lynda Salcido

Carried (7 to 0)

5.8 Discuss Expanding ESCOG JPA to Include Alpine County

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

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

Staff was given direction to not expand the Eastern Sierra Council of Governments (ESCOG) JPA to Include Alpine County, but to instead invite them to participate in meetings, and to ask them to designate a representative to attend the ESCOG meetings on their behalf.

5.9 Discussion regarding ESCOG Administration of Sierra Nevada Conservancy Landscape Investment Pilot Project

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

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

Staff was given direction to provide administrative services to the Sierra Nevada Conservancy (SNC), Land Investment Strategy (LIS) Pilot Project for the Eastern Sierra Community and Climate Program (ESCCRP).

5.10 Executive Director Update Report

Executive Director Elaine Kabala provided updates on the Buttermilk Infrastructure and Recreation Planning (BIRPI) and Towns to Trails projects.

Board Member John Wentworth left the meeting at 11:01 a.m.

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

6. BOARD MEMBER/AGENCY REPORTS

Vice Chair Bob Gardner reported that June Mountain had closed on the 9th but would be open for a bonus weekend tomorrow and Sunday.

Board Member Karen Schwartz reported that the City of Bishop had new medians on Main Street, and said that there were some concerns about them related to Mule Days. Ms. Schwartz said that the City of Bishop would celebrate Earth Day in the Park tomorrow.

Board Member Steve Muchovej reported that Bishop would not have a lapse in Emergency Medical Service (EMS) services.

Board Member Chris Bubser said that she was grateful to the Town of Mammoth Lakes (TOML) staff for their efforts related to the severe weather. Ms. Bubser reported that representatives from the Federal Emergency Management Agency (FEMA) were in Town last week to determine if the Town would qualify for a Major Disaster Declaration which would provide additional funding for repairs, and reminded TOML and Mono County residents to fill out the online damage assessment form. She said the Town was working on repairing potholes, and was in the midst of the Tourism Business Improvement District (TBID) renewal process.

Board Member Tina Orrill reported that Inyo County's main focus at this time was preparation for runoff from the snowmelt.

Chair Jeff Griffiths reported that the runoff had caused severe damage throughout the County. Chair Griffiths announced that Inyo County would hold a Community Meeting on the 27th to discuss how to prepare for potential flood related issues. He said that Glass Mountain Apartments in Mammoth had two units red tagged, displacing two families, one of which had been moved to another unit, while the other was currently staying in a hotel, and requested assistance and coordination with Inyo Mono Advocates for Community Action (IMACA). He announced that Inyo County had two new employees, Information Technology Director Noam Shendar, and Water Director Holly Alpert, and said that the County was working on housing efforts, including the Veteran's Housing component of the Silver Peaks project in Bishop.

There was discussion among members of the Board.

7. REQUEST FOR FUTURE AGENDA ITEMS

There were no future agenda items requested.

8. ADJOURNMENT

The meeting was adjourned at 11:11 a.m. to the next regular meeting scheduled to be held on Thursday, June 15, 2023.

Angela Plaisted, Assistant Clerk



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Approve Modification of Amendment USFS Collection Agreement Between the Eastern Sierra Council of Governments and the United States Department of Agriculture, U.S. Forest Service Inyo National Forest

Meeting date: June 16, 2023

Prepared on: June 6, 2023

Attachments: A) Modification of Amendment USFS Collection Agreement Between the Eastern Sierra Council of Governments and the United States Department of Agriculture, U.S. Forest Service Inyo National

BACKGROUND/HISTORY:

On March 31, 2021, the ESCOG entered into a Collection Agreement with the U.S. Forest Service Inyo National Forest (INF) to facilitate their participation as a partner in the implementation of the CDFW Prop 1 grant, specifically to provide expertise and guidance for the preparation of NEPA analysis for the Eastern Sierra Climate and Communities Resiliency Project. The INF has requested the attached modification to the agreement which alters the agreement to allow ESCOG staff access to U.S. Forest Service Facilities and Computer Systems following a background check and fulfilling a U.S. Forest Service security requirements.

Section II is altered to read: The ESCOG Shall section of the collection agreement (22-CO-11050400-003).

H. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The ESCOG may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

BUDGET IMPACTS:

There are no budget impacts associated with this item.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff requests the Board approve the Modification of Amendment USFS Collection Agreement Between the Eastern Sierra Council of Governments and the United States Department of Agriculture, U.S. Forest Service Inyo National and authorize the Chair to sign.



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 22-CO-11050400-003	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 01
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Pacific Southwest Region, Grants and Agreements, 3237 Peacekeeper Way, Ste. 101 McClellan, CA 95652-2614	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): USDA Forest Service, Inyo National Forest, 351 Pacu Lane, Bishop CA, 93514-3101
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Eastern Sierra Council of Governments, 437 Old Mammoth Lakes Road Suite 230, Mammoth Lakes, CA 93546-2130 Mono County	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Allowing Eastern Sierra Council of Governments (ESCOG) access to INF buildings
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 The following language will be added to section II. The ESCOG Shall section of the collection agreement (22-CO-11050400-003).
H. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The ESCOG may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: See attached language to be inserted into agreement documentation

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. ESCOG SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JEFF GRIFFITHS		11.F. NAME (type or print): LESLEY YEN	
11.G. TITLE (type or print): Chair		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW



<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p> <p>_____</p> <p>CHOR YANG U.S. Forest Service Grants & Agreements Specialist</p>	<p>12.B. DATE SIGNED</p>
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Preparing to apply for Reconnecting Communities: Highway to Boulevard
(California RC:H2B Pilot) funding
Reconnecting US 395 Main Street Inyo and Mono County Communities

Prepared by: Catherine Carr, District 9 Caltrans, catherine.carr@dot.ca.gov, 760-874-8318

RC: H2B Grant Purpose:

Reconnecting Communities Program will restore community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including mobility, access, or economic development.

District 09 Request to ESCOG:

Caltrans is an eligible applicant under the RC: H2B program but may not be the lead applicant on an application. We hope that ESCOG will take on the role of the lead applicant for RC: H2B.

District 09 Proposed Goals:

1. Develop projects identified in our community Main Street plans that have been completed within the last 10-15 years.
2. Create a set of traffic calming tools to alert travelers that they have entered a speed transition zone and approaching a US 395 Main Street, these can be implemented for consistency in all US 395 communities.
3. Identify any other Main Street Needs not covered in existing plans.

Program Milestones:

Schedule	Date
Call for Communities Application	Mid-June 2023
Application Workshops	Summer 2023
Application Deadline	Late Summer/Early Fall 2023
Award Notification	Late 2023/Early 2024

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b>

Proposed Project Background:

- (1) There are three RC:H2B grant categories: *Rural, Urban, and Corridor*. ESCOG with Caltrans as a partner, would apply for the *Corridor* category.
- (2) The NOFO recommends up to 3 communities for the corridor study – we have 9-10 but only have 20,000 residents at most in these communities – so we will petition to include all.
 - a. All these communities qualify as Disadvantaged Communities (DAC) – which is required for the application.
- (3) All rewarded projects will include the Community Readiness Phase to review prior planning efforts:
 - a. There are multiple plans going back to 2010 that could be used to guide future planning efforts and simultaneously complete projects identified in the plans as shovel-read.
 - b. See Table 1 below for a list of existing US 395 Main Street-oriented planning projects that have been completed by Inyo and Mono communities
 - c. Mammoth Lake and June Lake – since they are not located on US 395, will not be included in the RC:H2B grant application.
 - d. Olancho-Cartago inclusion is TBD.

Table 1.

Planning Project Name	Year
Fort Independence Paiute Tribe: Tribal Transportation Safety Assessment (SafeTREC Report)	22/23
City of Bishop Commercial Mixed-Use Overlay Zone	20/21
Eastern Sierra Transit Authority Electrification Feasibility Study	21/22
North Sierra Highway Sustainable Corridor Plan	15/16
Olancho-Cartago Corridor Study	17/18
Lone Pine PPEC project	2020
Lee Vining Rehab PPEC	2018
Bridgeport US 395 Main Street Plan	2017
Eastern Sierra Corridor Enhancement Plan	2010

Some details from the RC: H2B Guidance

Source: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b>

Award Information Highlights:

- Projects can have multiple phases and components, and concurrent or expedited delivery may be considered.
- A detailed scope, schedule, and budget estimate will be prepared during the Community Readiness phase for the next phase, usually the Planning Phase.
- The order of phases may vary depending on prior project-related efforts.
- Grant amounts for each phase will be determined and dispersed before the start of that phase, based on the developed scope, schedule, and budget in partnership with Caltrans.

Disbursement of Funding Highlights:

- The lead applicant or co-applicant will serve as the implementing agency for each project phase.

Eligible Applicants Highlights:

- Eligible applicants for the RC: H2B program include both lead applicants and co-applicants.
- Examples of eligible applicants encompass units of local government, Metropolitan Planning Organizations (MPOs), local agencies, regional agencies, joint powers authorities, federally recognized Tribal governments, and transit agencies.
- Caltrans is an eligible applicant under the RC:H2B program but may not be the lead applicant on an application. Caltrans may be identified as an implementing agency for a particular phase or project component

Co-Applicants and Right-of-Way Ownership Highlights:

- If the eligible facility is located on the State Highway System (SHS), Caltrans must be a co-applicant
- Lead and co-applicants have the option to partner on the application

Establishing Partnerships Highlights:

- Applicants are strongly encouraged to establish partnerships, which may or may not be eligible applicants themselves.
- Partners can contribute in various ways, including supporting grant administration or execution, conducting community involvement, providing feedback on project outcomes, or serving as a separate collaborative stakeholder structure (e.g., community advisory board).

Eligible Facilities Highlights:

- The proposed project must address an "eligible facility" that acts as a barrier to community connectivity.
- An eligible facility is defined as a highway or transportation facility that hinders mobility, access, or economic development due to design factors like high speeds or grade separations.
- The application can propose solutions for multiple facilities and elements, including those not associated with an eligible transportation facility.
- Suggested facilities creating the barrier may include Interstate Highways, State Highways, Arterial Roadways, Other Streets or Roads, Bridges or Viaducts, Transit systems, Railways, and Ports.

Eligible Proposed Improvement Area Highlights:

- The size of the improvement area is flexible for Corridor Grant applicants.
- Corridor Grant applicants can be in either rural or urban areas, and each community along the corridor will have its own proposed improvement area within the specified size limits.
- It is recommended to include no more than three proposed improvement areas along a corridor to ensure focus on implementing project components and delivering the proposed scope of work to the communities in need.
- The proposed improvement area will be considered as benefiting an underserved community if more than or equal to half of all the census tracts fully or partially within the boundary meets the definition of underserved.

Phases of Work Highlights:

- At the time of application, projects may not have a fully defined scope, schedule, and budget for each phase or component.
- All awarded projects will include the initial phase called Community Readiness.
- Projects will progress from the Community Readiness phase to the next phase, typically the Planning phase.
- Awardees may have conducted prior work related to their proposed RC:H2B scope, which will be evaluated during the Community Readiness phase.
- Based on the evaluation, the appropriate next phase will be determined, which may or may not be the Planning phase.
- Prior work efforts must align with the program goals and may require updates or revisions

Phases of Work Highlights:

- Projects at the time of application may not have a clearly defined scope, schedule, and budget for each project phase or component. All awarded projects will include the first phase of the project, known as Community Readiness.

Phases funded:

Community Readiness

Planning

Project Approval and Environmental Design (PA&ED):

Design

Construction

Reimbursement Highlights:

- The RC: H2B is a reimbursement program for eligible costs incurred to the designated implementing agency for each individual phase.
- Staff salaries for those working directly on the project are eligible expenses and comply with 2 CFR Part 200.

Cost Sharing and Matching Highlights:

- Projects funded from the RC: H2B pilot program will not require a match of private, local, Federal, or other State funds.
- Pursuant to the statutory goals of the program, applicants are expected to apply for the Federal
- Reconnecting Communities Pilot Program (RCP) administered by the Federal Department of Transportation (US DOT).
- Proportional invoicing of grant funds will be determined by a reimbursement ratio for each phase

Funding Restrictions Highlights:

- All RC: H2B funds are to be expended by June 30, 2026.

Table 2. Application Scoring and Evaluation Criteria Highlights

Type of Score	Factor	Max Score per Factor
Eligibility	Applicant Role	0 (Pass/Fail)
	Benefit to Underserved Community	0 (Pass/Fail)
Alignment	Removing Barriers and Reconnection	25
	Partnership	25
	Community Involvement, Justice, and Prosperity	30
	Affirmatively Furthering Fair Housing (AFFH) and Addressing Housing Needs	10
	Climate Action and Resilience	5
	Displacement Avoidance	5
Sum of Total Possible Points		100



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Receive a Presentation from Neil Peacock, Supervising Transportation Planner, Caltrans, Regarding Submitting a Reconnecting Communities/Highways to Boulevards grant via the ESCOG

Meeting date: June 16, 2023

Prepared on: June 6, 2023

Attachments: A) Memo from Caltrans to the ESCOG Board: Preparing to apply for Reconnecting Communities: Highway to Boulevard (RC:H2B) funding - Reconnecting US 395 Main Street Inyo and Mono County Communities

BACKGROUND/HISTORY:

The California Department of Transportation (Caltrans) is launching the Reconnecting Communities: Highways to Boulevards (RC:H2B) Pilot Program. \$149 million was established in the FY 22/23 State Budget to plan for and fund the conversion of key underutilized highways in the State into multi-modal corridors to reconnect communities divided by transportation infrastructure. The historical harm will be addressed through community-based transportation planning, design, demolition, and/or reconstruction of city streets, parks, or other infrastructure. The reconnecting Communities Program will restore community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including mobility, access, or economic development.

Caltrans District 9 is requesting the Board's consideration to serve as the applicant for an application under this program. Caltrans is an eligible as a co-applicant under the RC: H2B program but may not be the lead applicant on an application.

Caltrans District 9's proposed goals for the project would include:

- Develop projects identified in our community Main Street plans that have been completed within the last 10-15 years.

- Create a set of traffic calming tools to alert travelers that they have entered a speed transition zone and approaching a US 395 Main Street, these can be implemented for consistency in all US 395 communities.
- Identify any other Main Street Needs not covered in existing plans.

Grant guidelines have not been published for this opportunity at this time, but applications are anticipated to be due in late summer or early fall 2023.

Caltrans has offered staff assistance to prepare a conceptual scope and budget for your Board's consideration at the August 2023 meeting.

BUDGET IMPACTS:

No budget impacts are associated with consideration of this item.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff requests the Board receive a presentation regarding the Reconnecting Communities/Highways to Boulevards grant and direct staff to coordinate with Caltrans to prepare a conceptual scope and budget for consideration by the Board at the August 2023 meeting.



STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Approve Memorandum of Understanding with the Sierra Business Council for the Purpose of the Community Economic Resiliency Fund

Meeting date: June 16, 2023

Prepared on: June 6, 2023

Attachments: A) Consultant Services Agreement between the Sierra Business Council and the Eastern Sierra Council of Governments

BACKGROUND/HISTORY:

At the April 21, 2023 ESCOG meeting, your Board approved an Memorandum of Understanding with the Sierra Business Council (SBC) to provide consulting services to inform and provide on-the-ground outreach services for the California Economic Resiliency Fund (CERF). Subsequent to the April 21, 2023 Board meeting, the SBC provided a formal agreement for the same services and scope of work. The fee for these services are not-to-exceed \$250,000.

The term of the agreement is May 1, 2023 through July 31, 2024. In light of the regional significance of the CERF, the expedited timeline provided by the State for implementation, and the endorsement of the Board for the ESCOG to conduct these activities provided by the Community Economic Resiliency Fund Pilot Program of Work and approval of the previous MOU with the SBC, staff executed the agreement after review from legal counsel and is requesting the Board ratify the agreement and authorize the Executive Director to sign.

ANALYSIS:

The scope of work outlined in the agreement includes:

1. ESCOG will act as a community engagement partner and assist with providing a snapshot of the historically active stakeholders and historically disinvested or marginalized groups that can influence creating a High Road economy in the CERF Region and/or benefit from it.
 - Participate in HRTC meetings and subcommittee meetings.

- Identify community stakeholders and provide necessary data to support CERF efforts.
 - Create and show a network of existing partners and their existing regional and
 - subregional plans, strategies, and related reports to demonstrate synergies, potentials, and challenges.
 - Clarify opportunities for collaborations and partnerships.
 - Engage with groups on the Eastside including but not limited to local governments and special districts.
 - Provide an overview of the state of disinvested communities in the region. Discuss how and in which areas these communities face economic barriers. Include a snapshot of the plan to outreach to organizations that represent these communities and how the HRTC intends to ensure their active participation.
 - Provide a list of organizations, entities and key contacts and discuss their potential role in developing the plan and engaging in the Implementation Phase.
 - These stakeholders may include but are not limited to employers, businesses, community-based organizations, community members and residents, government and economic development agencies, federal land agencies, labor organizations, philanthropic organizations, academic institutions, education and training providers, workforce entities, and industries.
2. ESCOG will assist with capturing snapshots of labor and workforce dynamics in the region, including an overview of major employers, occupations, and wages, the impacts of the recent trends, changes, and forces on the labor market, and projected labor trends in existing key industries.
 - The analysis must also identify the following:
 - Industry-specific labor standards that meet high-road priorities.
 - Barriers that limit access to high-quality jobs.
 - Relevant training programs, apprenticeships, or high road training partnerships in the region.
 3. ESCOG will assist the SBC team with capturing snapshots of current major industries as well as industry trends and projections.
 - The data capture and analysis must also:
 - Include an in-depth analysis of potential growth clusters based on the Eastside's comparative advantages, market trends, workforce, infrastructure assets, policy trends, aligned state/federal investments, supply chain, and innovation ecosystem.
 - Conduct measurements of potential for job growth within industries.
 - Identify workers and sectors at risk of displacement due to identified trends and analyses.
 - Identify how CERF initiatives overlap with CEDs efforts, and how they can support one another.
 4. ESCOG will assist with the in-depth analysis of Eastside's Strengths, Weaknesses, Opportunities, and Threats (i.e., SWOT), especially as it relates to

equitable economic resilience and growth of sustainable industry clusters. The SWOT analysis will draw from data and components through conducting the above analyses.

BUDGET IMPACTS:

The SBC has allocated \$250,000 to the ESCOG to complete this work.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff requests the Board ratify the Agreement between the Sierra Business Council and the Eastern Sierra Council of Governments for consulting services for the California Economic Resiliency Fund.



CONSULTANT SERVICES AGREEMENT

This Agreement (“Agreement”) is made and entered into this 1st day of May, 2023 by and between Sierra Business Council, (“SBC”), and Eastern Sierra Council of Governments (“ESCOG”) (“Consultant”). SBC desires to retain Consultant as an independent contractor to perform Services for SBC in relation to a separate Agreement between SBC and the State of California Employment Development Department (“Project Funder”) under the terms and conditions as defined below. Consultant and SBC may be individually referred to herein as a “party” or collectively as the “parties.”

RECITALS

- A. SBC is a California nonprofit public benefit corporation, exempt from federal tax under Internal Revenue Code (“IRC”) Section 501(c)(3) and corresponding provisions of state law, and is classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi);
- B. Consultant is a Joint Powers Authority and has expertise in areas relevant to the requested Services of this Agreement;
- C. The parties desire to enter into a contract for the provision of certain services under the terms and conditions stated in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual rights and responsibilities in this Agreement, the parties hereby agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services and deliverables described in Exhibit A and Exhibit B attached hereto (“Services”).
2. **Term.** This Agreement shall commence on May 1, 2023, and shall remain in effect until July 31, 2024, on which date this Agreement will automatically terminate unless terminated earlier pursuant to Sections 14 or 19 of this Agreement.
3. **Fee and Payment.**
 - a. **Fee.** Consultant shall be paid a sum not to exceed **Two Hundred and Fifty Thousand Dollars** (\$250,000.00) for services rendered under this Agreement.
 - b. **Payment.** Consultant shall submit an invoice to SBC within seven (7) days of the end of each month itemizing the dates, number of hours, services performed, and costs associated with the services rendered. Invoices may not be submitted more frequently than once per month. Any invoice submitted without the required itemization will not be authorized for payment. SBC shall submit payment to Consultant within thirty (30) days after receipt of invoice provided that (i) Services rendered are reasonably acceptable to SBC; (ii) Services rendered are in compliance with requested Services and deliverables as described in Exhibit A; **and (iii) SBC has received payment from the Project Funder for the service month payment is being requested.** However, SBC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item or amount in dispute. SBC is not obligated to pay for any costs incurred by Consultant prior to the Commencement Date of this Agreement.

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- 4. Independent Contractor.** It is the express intention of the parties that Consultant is and shall remain an independent contractor during the term of this Agreement and will (i) comply in all material respects with all laws, rules, ordinances, regulations and restrictions applicable to the Services; and (ii) pay all federal and state taxes applicable to Consultant, whether levied under existing or subsequently enacted laws, rules or regulations.

Consultant acknowledges and agrees and it is the intent of the parties hereto that neither Consultant nor any of its employees will receive any SBC-sponsored benefits from SBC by virtue of this Agreement, including but not limited to, paid vacation, sick leave, health insurance, and retirement plan participation.

This Agreement does not create an employer-employee relationship between the Consultant and SBC and shall not in any way be construed to constitute Consultant as an agent, employee, or representative of SBC. Neither Consultant nor any of its officers, agents, representatives, employees, or volunteers shall, under any circumstances, have the authority to act for or to bind SBC to any contract or obligation, express or implied or to otherwise represent that SBC is in any way responsible for Consultant's acts or omissions.

- 5. Tax Requirements and Responsibilities.** Consultant acknowledges it will be solely responsible for, and will timely file and pay, tax returns and income tax payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of any remuneration pursuant to this Agreement. No part of any remuneration will be subject to payroll tax withholding and payment by SBC including, but not limited to, federal income tax, state income tax, federal and state employment taxes, federal social security tax, and federal Medicare tax. In the event that it is determined by any taxing authority that SBC improperly failed to withhold and remit any taxes relating to the payment of compensation from SBC to Consultant, Consultant agrees to: (a) indemnify SBC, to the maximum extent permissible by law, for any and all cost(s) and expenses relating to such action, including, but not limited to, attorneys' fees, taxes (except the employer portion of any taxes, for example, FICA), penalties (including any penalties related to the employer portion of any taxes), and interest (including any interest related to the employer portion of any taxes) assessed against SBC by any tax authority, and (b) provide SBC, upon request, with a completed IRS Form 4669, Statement of Payments Received, and a completed EDD Form DE 938P, Claim for Adjustment or Refund of Personal Income Tax, attesting that Consultant reported such compensation received from SBC to the tax authorities. Lastly, Consultant agrees to provide SBC with a completed Form W-9, Request for Taxpayer Identification Number and Certification prior to SBC's first payment to Consultant. SBC shall issue Consultant an IRS Form 1099-NEC each year, as appropriate, in accordance with its regular business practices and applicable law.
- 6. Personnel.** Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event SBC requests Consultant to remove one of its team members for cause, including employees, volunteers, and members of the Project Team, from performing Services pursuant to this Agreement, Consultant shall remove any such person(s) immediately upon receiving written notice from SBC.
- 7. Facilities, Equipment and Other Materials, and Obligations.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials necessary and/or required for furnishing services pursuant to this Agreement.
- 8. Licenses and Permits.** Consultant represents and warrants to SBC that (i) Consultant is qualified and competent to provide all Services under this Agreement; and (ii) Consultant and all employees of Consultant hold all necessary and appropriate licenses, permits, qualifications, and approvals legally required for Consultant to practice its profession and fulfill the terms of this Agreement. Consultant shall, at its sole cost and expense, maintain at all times during the term of this Agreement any licenses, permits, qualifications, and approvals required to furnish the Services and shall obtain all necessary releases (both location and personal), and authorizations and/or permits with respect to all intellectual

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property rights including music, stock photos, and footage. Failure to do so shall constitute a material breach of this Agreement.

9. **Insurance.** Consultant is not insured under SBC's liability insurances and therefore shall maintain in full force and effect throughout the life of this Agreement at its sole cost and expense (i) Commercial General Liability Insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Consultant's Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (ii) Professional Liability Insurance with limits of no less than one million dollars (\$1,000,000.00) per claim; (iii) Worker's Compensation Insurance as required by law; and (iv) Automobile Liability Insurance including hired and non-owned with limits of no less than one million dollars (\$1,000,000.00) per accident if autos will be used in the performance of Services. These insurance limits are subject to change based on insurance parameters set forth by Project Funder.

Consultant shall name Sierra Business Council and its directors, officers, agents, employees, and volunteers as additional insured on its Commercial General Liability Insurance, Workers Comp, and Automobile insurance policies with respect to claims or suits arising from the Services provided or the relationships created under this Agreement, and a provision that said insurance shall apply as primary and noncontributory.

Within ten (10) days of the execution of this Agreement, Consultant shall provide SBC with a certificate of said insurances and required additional insured endorsements.

SBC shall be provided thirty (30) days prior written notice of any termination of coverage, change in coverage protection, or reduction in coverage limits, below those requirements set forth in this Section 8, with the exception of cancellation for non-payment of premium for which SBC shall be provided ten (10) days prior written notice. If Consultant changes insurance carriers during the term of this Agreement or any extensions hereof, Consultant shall carry prior acts of coverage.

10. **Representation and Warranty.** Consultant represents and warrants to SBC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.
11. **Risk.** Consultant shall perform the work at its own risk. SBC will not reimburse Consultant for any expenses incurred by Consultant as a result of Services rendered under this Agreement, including, but not limited to, car-related expenses, and telephone expenses, unless otherwise agreed by SBC in advance.
12. **Standard of Performance.** All Services provided by Consultant shall conform to the standards or quality normally observed by a person practicing in Consultant's profession and shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background, experience, and skillset that Consultant has represented it has.
13. **Time for Performance.** Time is of the essence. Consultant shall devote such time as is reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Failure of Consultant to perform any Services within the time limits set forth herein shall constitute a material breach of this Agreement subject to provisions of Sections 14 and 19.
14. **Force Majeure.** Either party shall be excused from any delay or failure in performance required hereunder if performance would be inadvisable, commercially impracticable, illegal, or impossible by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, hurricanes, floods, earthquakes, avalanches, tornadoes, fire, explosions, acts of war, terrorist acts or threats of terrorist acts, insurrection, civil commotion, riots, strikes, lock-outs or other serious labor disputes, transportation shutdowns, measures of any governmental authority or actions, quarantine, disease or epidemics or outbreaks, or other acts of nature, natural catastrophes or natural

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disasters. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate this Agreement as per Section 19 upon written notice to the other party.

15. **Intellectual Property.** In this Agreement the term "Work Product" shall mean all work products generated, created, or produced by Consultant solely or jointly with others in the performance of the Services, in whatever form or medium, electronic or otherwise, including, but not limited to, any and all information, notes, worksheets, reports, data, materials, drawings, photographs, negatives, images, video footage, recordable media, renderings, plans, records, diagrams, formulae, processes, technology, firmware, software, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, and any other content and deliverables created and/or delivered to SBC in connection with the Services performed by Consultant. All Work Products developed under this Agreement related to the performance of Services under this Agreement shall become the property of SBC, and Consultant agrees to deliver reproducible copies of such documents to SBC upon completion of the Services hereunder. Consultant will not make use of any of the Work Product(s) in any manner whatsoever without SBC's prior written consent.

Consultant shall not knowingly incorporate into any Work Product material that would infringe on the intellectual property rights of any third party or violate copyright laws.

16. **Proprietary and Confidential Information.** The term "Proprietary and Confidential Information" shall mean the Work Product and any and all information relating to SBC or its Project Funder's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, and finances disclosed either directly or indirectly in writing, orally or visually, to Consultant.

Consultant understands and acknowledges that SBC and its Project Funder may provide access to proprietary and confidential information that Consultant might not otherwise receive. Unless otherwise agreed to in advance and in writing by SBC, Consultant will not, except as required by law or court order, disclose confidential information to any third party or use SBC's or its Project Funder's Proprietary and Confidential Information for any purpose whatsoever other than to the extent necessary for the performance of the Services hereunder.

In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by it or any of its employees, agents, representatives, and volunteers.

17. **Conflict of Interest.** Consultant acknowledges that no official or employee of SBC nor any business entity in which an official of SBC has an interest, has been employed or retained by Consultant to solicit or aid in the procuring of this Agreement. In addition, the Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying SBC.
18. **Indemnity.** Consultant agrees to indemnify, defend, and hold harmless SBC and its directors, officers, agents, employees, and volunteers from and against all taxes, losses, damages, liabilities, demands, costs and expenses, including reasonable attorneys' fees and other legal expenses, arising directly or indirectly in any way from or in connection with this Agreement, except such loss or damage caused by the gross negligence or willful misconduct of SBC or its directors, officers, and employees.
19. **Termination.** Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days advance written notice to the other in conformity with the notification provisions pursuant to Section 37.

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SBC may terminate this Agreement immediately and without prior notice if Consultant (i) refuses to perform the Services; or (ii) is in breach of any material provision of this Agreement. In the event SBC shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.

In the event of termination of this Agreement:

- a. Consultant shall submit all Work Products generated by Consultant as of the date of termination and return any and all Proprietary and Confidential information to SBC including all Writings prepared by it pursuant to this Agreement. The term "Writings" shall be construed to mean and include: handwritten, typewritten, printed, photographed, PDF and JPEG renderings, images and every other means of recording upon any tangible object and any form of communication or representation, including letters, words, pictures, sounds, symbols, digital media, and any and all combinations thereof (collectively "Writings"). SBC shall have full ownership, right, title, and interest of all such Work Products and Writings delivered by Consultant pursuant to this Agreement.
 - b. SBC shall pay Consultant the reasonable value of Services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by SBC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement as specified in Section 3. Consultant shall furnish to SBC such financial information as, in the judgment of SBC, is necessary to determine the reasonable value of the Services rendered by Consultant. Further, SBC shall not be liable for consequential damages, incidental damages or for any lost profits which might have been made by Consultant had Consultant completed the Services required by this Agreement.
20. **Non-Discrimination.** During the performance of this Agreement, Consultant and its officers, employees, agents, and volunteers shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment on the basis of race, color, national origin, ancestry, ethnic group identification, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, sexual orientation, military or veteran status, age or any other prohibited ground in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.* or any other applicable law.
21. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to SBC, and SBC shall have the right to inspect such records at any reasonable time. Records related to this Agreement shall be retained for a minimum of three (3) years following the final payment by SBC and the final year to which the records pertain.
22. **Non-Solicitation of Employees.** During the Term of this Agreement and for two (2) years following its termination, Consultant shall not directly or indirectly ask, induce, or encourage any employee(s) of SBC for whom or about whom Consultant had Confidential Information to leave their employment with SBC or solicit any employee(s) of SBC for whom or about whom Consultant had Confidential Information for employment or a business relationship. Notwithstanding the foregoing, Consultant may make reasonable contact with SBC's employee(s) to make them aware Consultant is providing Services and to request referral business. Consultant further agrees that Consultant shall make any subsequent consulting relationship or employer aware of this non-solicitation obligation.
23. **Entirety of Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between SBC and the Consultant with respect to the subject matter hereof, and expressly supersedes all prior written and oral agreements and understanding between the parties hereto. No other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

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24. **Attorney's Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.
25. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Sections 14 and 19.
26. **Assignment.** SBC has specifically contracted for the services of Consultant, and therefore, Consultant may not assign, delegate, or subcontract its obligations under this Agreement, either in whole or in part, without the prior written consent of SBC.
27. **Exhibits.** All exhibits referred to herein shall be attached hereto and by this reference incorporated herein. Any breach by Consultant of any of the terms, conditions, duties and obligations of any exhibit shall be considered a breach of this Agreement.
28. **Severability.** If any provision of this Agreement or the application thereof is held invalid or unenforceable, that invalidity or unenforceability shall not affect or invalidate the remaining provisions or applications of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein. In any event, the remainder of the Agreement will remain in full force and effect.
29. **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 or default of any provision, term, condition, or covenant of this Agreement shall constitute consent to, or waiver of, any subsequent breach or default by the other party.
30. **Dispute Resolution.** The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute submitted to binding arbitration as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("**Qualified Mediator**"). Within ten (10) days of a demand for mediation, the parties shall attempt to mutually agree on a Qualified Mediator. If the parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the parties' mediation. If the parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorney's fees and costs as provided for in this Agreement. If the parties are unable to resolve their dispute in mediation, the parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the parties shall attempt to mutually agree upon the selection of a neutral arbitrator who shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the parties' mediation, if the parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("**Qualified Arbitrator**"). If the parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the parties arising from this Agreement or the subject matter of this Agreement, hear discovery disputes, and to award attorney's fees and costs to a prevailing party. Unless otherwise agreed to by the parties, any decision or award as a result of the arbitration proceeding shall be binding upon the parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs. Each of the parties shall

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maintain the confidential nature of any mediation or arbitration proceeding and shall not, without the prior written consent of the other party, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.

31. **Injunctive Relief; Enforcement.** Nothing contained in the mediation and/or arbitration provisions of this Agreement shall be construed to prevent either party from obtaining available provisional injunctive remedies from an appropriate court before mediation or arbitration is commenced, upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. The request for a provisional remedy does not remove the dispute from final resolution by mediation or arbitration. Consultant hereby agrees and acknowledges that money damages or other remedies at law would not be sufficient or adequate remedy for any breach or violation of, or default under this Agreement.
32. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
33. **Remedies.** SBC shall have all remedies at law or equity, including the remedy of specific performance. All such remedies of SBC shall be cumulative and the award of one remedy shall not preclude the award of other remedies. SBC shall not be responsible for any consequential or incidental damages to Consultant, regardless of whether foreseeable or not.
34. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be in the County of Nevada, State of California. Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
35. **Ambiguities Not Construed Against Drafter.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Agreement. The parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Agreement and that this Agreement shall be interpreted as though prepared by both parties.
36. **Survival of Provisions.** The following provisions of this Agreement shall survive the termination of this Agreement: Sections 3, 4, 5, 15, 18, 19, 21-35, 37, and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.
37. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and addressed to the party being notified at the address set forth in this Agreement or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered or five (5) days after being deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

<u>SBC:</u>	<u>Consultant:</u>
Sierra Business Council Att: Kristin York, Vice President P.O. Box 2428 Truckee, CA 96160 (530) 582-4800	Eastern Sierra Council of Governments Elaine Kabala PO Box 1609 Mammoth Lakes, CA 93546 (760) 878-8800

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38. **Authority**. All individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement.
39. **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement, by facsimile, portable document format (.pdf) or similar technology signature, and such signature shall constitute an original for all purposes.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

Attachment A

40. Acknowledgements. The parties agree that they have read and fully understand the terms, conditions, and legal effects of the provisions contained in this Agreement. The parties acknowledge that they have had an opportunity to review this Agreement with independent legal counsel and have exercised those rights to the extent deemed necessary. The parties further acknowledge that they have not relied solely on the advice of counsel in reaching the agreements set forth herein, that the agreements set forth herein are the result of negotiations and careful compromise, and that they enter into this Agreement of their own free will and accord, voluntarily, without coercion, duress, or undue influence from any source. Therefore, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein, the parties agree to be bound by the terms of this Agreement.

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

SIERRA BUSINESS COUNCIL:

By: _____

Name: STEVE FRISCH

Title: PRESIDENT

Date: _____

SIERRA BUSINESS COUNCIL:

By: _____

Name: KRISTIN YORK

Title: VICE PRESIDENT

Date: _____

CONSULTANT:

By: _____

Name: ELAINE KABALA

Title: EXECUTIVE DIRECTOR

Date: _____

Attachment A
Exhibit A: Memorandum of Understanding

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

Executive Director: Elaine Kabala

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Memorandum) is entered into by and between Sierra Business Council (SBC) and the Eastern Sierra Council of Governments (ESCOG) for the purposes of the Community Economic Resilience Fund (CERF).

Commencement Date: May 1, 2023

A. Purpose

CERF is a new state initiative supporting innovative plans and strategies to diversify local economies and develop sustainable industries that create good-paying, broadly-accessible jobs for all Californians.

SBC's goal for the Eastern Sierra CERF Region is to develop a regional economic recovery plan and prioritized investment schedule that will generate sustainable high-road jobs. SBC will build upon the skills and knowledge of local organizations such as ESCOG and ongoing regional processes through an inclusive, equitable, transparent, multi-lingual, data-informed planning process. The planning process will advance equity in the region by focusing on regional stakeholders, with special emphasis on historically marginalized groups in disinvested communities.

Sierra Business Council will be partnering on the implementation of CERF program priorities with the Central Sierra Economic Development District, Mother Lode Job Training Center, Eastern Sierra Council of Governments, and the Eastern Sierra Business Resource Center.

The purposes of this Memorandum of Understanding are:

- To establish a collaborative working relationship with ESCOG focused on achieving the goals outlined in the CERF Scope of Work (below);
- To engage in a process for community outreach in Inyo County, Mono County, City of Bishop and Town of Mammoth Lakes to conduct joint data aggregation, fact-finding, policy analysis, and public education, in order to increase agency and public understanding about economic development issues;
- To explore potential investment projects consistent with CERF guidelines and explore opportunities for obtaining funding from public and private sources, including state and federal programs and granting agencies, to implement projects; and
- To communicate project updates to the public and invite real-time feedback.

B. Authority

Participants and agencies are not bound by any decisions made as a result of this Memorandum. By signing this agreement, the participants recognize that each is first bound to their agency or entity, and operates within their organization or entity's constraints, bringing what resources they can to the effort. Signatories do not assume liability for any other member's actions, obligations, or liabilities, or any third-party claims that arise out of this initiative.

C. Timeframe

Attachment A

This Memorandum is intended to be in effect from the final date of approval by both parties and to be in effect until July 31, 2024.

Timeline – First deliverable is due August 31, 2023

Second deliverable is due June 30, 2024

D. Fee and Payment

- Fee. Consultant shall be paid a sum not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) for services rendered under this Agreement. Consultant shall invoice SBC at a customary rate of \$75 per hour.
- Payment. Consultant shall submit an invoice to SBC within seven (7) days of the end of each month itemizing the dates, number of hours, services performed, and costs associated with the services rendered. Invoices may not be submitted more frequently than once per month. Any invoice submitted without the required itemization will not be authorized for payment. SBC shall submit payment to Consultant within thirty (30) days after receipt of invoice provided that (i) Services rendered are reasonably acceptable to SBC; (ii) Services rendered are in compliance with requested Services and deliverables as described in Exhibit A; and (iii) SBC has received payment from the Project Funder for the service month payment is being requested. However, SBC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute. SBC is not obligated to pay for any costs incurred by Consultant prior to the Commencement Date of this Agreement.

Attachment A
Exhibit B: Scope of Work

SCOPE OF WORK
Roles and Responsibilities

1. ESCOG will act as a community engagement partner and assist with providing a snapshot of the historically active stakeholders and historically disinvested or marginalized groups that can influence creating a High Road economy in the CERF Region and/or benefit from it.
 - Participate in HRTC meetings and subcommittee meetings.
 - Identify community stakeholders and provide necessary data to support CERF efforts.
 - Create and show a network of existing partners and their existing regional and subregional plans, strategies, and related reports to demonstrate synergies, potentials, and challenges.
 - Clarify opportunities for collaborations and partnerships.
 - Engage with groups on the Eastside including but not limited to local governments and special districts.
 - Provide an overview of the state of disinvested communities in the region. Discuss how and in which areas these communities face economic barriers. Include a snapshot of the plan to outreach to organizations that represent these communities and how the HRTC intends to ensure their active participation.
 - Provide a list of organizations, entities and key contacts and discuss their potential role in developing the plan and engaging in the Implementation Phase.
 - These stakeholders may include but are not limited to employers, businesses, community-based organizations, community members and residents, government and economic development agencies, federal land agencies, labor organizations, philanthropic organizations, academic institutions, education and training providers, workforce entities, and industries.

2. ESCOG will assist with capturing snapshots of labor and workforce dynamics in the region, including an overview of major employers, occupations, and wages, the impacts of the recent trends, changes, and forces on the labor market, and projected labor trends in existing key industries.

The analysis must also identify the following:

 - Industry-specific labor standards that meet high-road priorities.
 - Barriers that limit access to high-quality jobs.
 - Relevant training programs, apprenticeships, or high road training partnerships in the region

3. ESCOG will assist the SBC team with capturing snapshots of current major industries as well as industry trends and projections.

The data capture and analysis must also:

 - Include an in-depth analysis of potential growth clusters based on the Eastside's comparative advantages, market trends, workforce, infrastructure assets, policy trends, aligned state/federal investments, supply chain, and innovation ecosystem.
 - Conduct measurements of potential for job growth within industries.
 - Identify workers and sectors at risk of displacement due to identified trends and analyses.
 - Identify how CERF initiatives overlap with CEDs efforts, and how they can support one another.

Attachment A

4. ESCOG will assist with the in-depth analysis of Eastside's Strengths, Weaknesses, Opportunities, and Threats (i.e., SWOT), especially as it relates to equitable economic resilience and growth of sustainable industry clusters. The SWOT analysis will draw from data and components through conducting the above analyses.



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, Executive Director
Subject: Fiscal Year 2023-2024 Budget
Meeting date: June 16, 2023
Prepared on: June 6, 2023
Attachments:

BACKGROUND/HISTORY:

This staff report presents the proposed ESCOG budget for Fiscal Year 2023-2024 (FY 23-24). The proposed budget includes revenues of \$2,847,300 and projected expenditures of \$2,695,550. Revenues include the \$25,000 contribution from each member agency remaining unchanged. Grant revenues estimated at \$2,747,300 include the California Fish and Wildlife Proposition 1 Grant (\$2,000,000), the National Fish and Wildlife Federation Grant (\$247,300), the Sierra Nevada Conservancy (\$200,000), the California Economic Resiliency Fund (CERF) (\$250,000), and the Inyo National Forest Liaison Grant (\$50,000).

The budget proposes an increase for Executive Director staff from \$50,000 to \$150,000, consistent with the ESCOG's agreement with Inyo County to provide Executive Director services. Grant funds will reimburse some portion of this increase as administrative support, as discussed below. The budget requests an additional \$50,000 to secure a part-time administrative staff to assist with grant management and other administrative tasks. This position would be funded primarily through CERF funds, which sunsets in July 2024.

The member agency contributions for the FY 23-24 fund ESCOG staffing and insurance. No increases are proposed to the administrative budget 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. This grant includes \$123,790 to pay for ESCOG administration. 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 administration. The ESCOG has budgeted \$200,000 for implementation of the Towns-to-Trails project during FY 23-24. This grant includes \$38,318 to pay for ESCOG administration. The ESCOG has budgeted \$250,000 for CERF funding, all of which can be applied towards Executive Director services.

Any remaining budget from the previous fiscal year will be rolled into the following year. The FY 23-24 budgets estimates a carryover balance of \$0. Any surplus resulting once the books are closed is an opportunity to establish a reserve account for ESCOG. A reserve account is an important tool to establish stability in future budgets and counter cost increases in core spending objects that might otherwise result in higher member contributions.

REVENUES	FY 22-23	FY 23-24
Member contributions	\$ 100,000	\$ 100,000
Interest revenues	\$ -	\$ -
Grants		
CDFW Prop 1 Grant	\$ 2,000,000	\$ 2,000,000
National Fish and Wildlife Grant ("BIRPI" Implementation)	\$ 247,300	\$ 247,300
Sierra Nevada Conservancy Grant ("Towns-to-Trails")	\$ 370,443	\$ 200,000
California Economic Resiliency Fund	\$ -	\$ 250,000
Inyo National Forest Liaison Grant	\$ -	\$ 50,000
Total Revenues	\$ 2,717,743	\$ 2,847,300

EXPENDITURES		
Insurance	\$ 3,500	\$ 3,500
Office expense	\$ -	\$ -
Clerical	\$ 20,000	\$ 20,000
Financial	\$ 5,000	\$ 5,000
Legal	\$ 10,000	\$ 10,000
Executive Director (Contractor)	\$ 50,000	\$ -
Executive Director (Inyo County)		\$ 150,000
Part-time Administrative Assistant	\$ -	\$ 50,000
Carmichael Business Technology	\$ 2,500	\$ -
Pinon Ranch Consulting (Website Design)	\$ 10,000	\$ -
Whitebark Institute (CDFW Prop 1)	\$ 2,000,000	\$ 1,900,000
USDA Forest Service (CDFW Prop 1)		\$ 50,000
National Fish and Wildlife Grant ("BIRPI" Implementation)	\$ 247,300	\$ 247,300
Sierra Nevada Conservancy Grant ("Towns-to-Trails")	\$ 370,443	\$ 200,000
Inyo National Forest Liaison Grant	\$ -	\$ 50,000
Publications and legal notices	\$ 800	\$ 250
External Audit		\$ 10,000
Total Expenditures	\$ 2,719,543	\$ 2,696,050

REVENUES LESS EXPENDITURES	\$ (1,800)	\$ 151,250
CARRYOVER FUND BALANCE	\$ 48,000	\$ -
ENDING FUND BALANCE	\$ 46,200	\$ 151,250

BUDGET IMPACTS:

The Board must adopt a budget to begin the fiscal year in July 2023.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board adopt the Fiscal Year 2023-2024 Budget as presented.



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Executive Director
Subject: **Eastern Sierra Sustainable Recreation Partnership Memorandum of Understanding**
Meeting date: June 15, 2023
Prepared on: June 7, 2023
Attachments: A) Eastern Sierra Sustainable Recreation Partnership Memorandum of Understanding

BACKGROUND/HISTORY:

At the regular meeting February 10, 2023, the ESCOG Board reviewed and discussed the proposed Eastern Sierra Sustainable Recreation Partnership (ESSRP) Memorandum of Understanding (MOU) and directed staff to return to the Board to authorized the Chair to sign.

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

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

ANALYSIS:

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

- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);

- Maintenance and staffing of visitor centers;
- Existing "hard infrastructure" including bathrooms, pavement maintenance, water, sewer, other buildings;
- Existing "soft infrastructure" including trail maintenance, signage, campground service;
- New soft and hard infrastructure as described above;
- New trails and facility planning and construction;
- Local government recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning, including environmental review.

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

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

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

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

BUDGET IMPACTS:

None.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends that the Board authorize the Chair to execute the ESSRP MOU.

ESSRP MOU

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

BACKGROUND

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

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

AGREEMENT

1. PURPOSE

- 1.1 Environmentally sustainable recreation in the Eastern Sierra. The purpose of this MOU is to document the PARTIES' desire to work cooperatively on mutually beneficial plans, programs, and projects that improve public services, infrastructure, and natural and cultural resources in the Counties of Alpine, Inyo, and Mono (Eastern Sierra). The PARTIES intend to: design, plan, implement, and promote projects to improve and maintain recreational opportunities; restore ecosystems to their natural resiliency and functions; cooperatively perform projects, maximize resources, reduce redundancies; increase transparency between and with stakeholders; improve programs, public services, infrastructure and support sustainable management of natural resources and the protection of cultural resources; implement a sustainable recreation program and infrastructure; and create fire-safe communities.
- 1.2 Opportunities. The PARTIES intend to establish their mutual goals, purposes, and opportunities so PARTIES can share resources, staff, and otherwise work together to improve recreation and preservation in the Eastern Sierra through grants and other funding sources.
- 1.3 Cost Sharing Agreement can terminate. The Cost Sharing Agreement is set to terminate June 30, 2023. The parties to that Cost Sharing Agreement are also anticipated to be PARTIES to this more broadly applicable MOU and may choose to terminate the Cost Sharing Agreement earlier upon the Effective Date of this MOU.
- 1.4 Potential Projects. PARTIES seek to coordinate and undertake projects in the Eastern Sierra, including but not limited to those identified through the ESSRP Priority Development described in the Cost Sharing Agreement, projects included in the ESCOG's SREMP established pursuant to ESCOG Resolution No. 20-03, and projects identified through the Sustainable Recreation and Tourism Initiative (SRTI) ESSRP Prospectus for Future Investments and SRTI Portfolio of Projects
- 1.5 Non-Exclusivity: This MOU is not exclusive; PARTIES remain able to enter into agreements with other entities, including with respect to projects on which PARTIES are engaged pursuant to this MOU, in ways that do not conflict with this MOU.

2. AGREEMENTS AND RESPONSIBILITIES

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

- 2.1 Participation. Participate, to the extent feasible and consistent with PARTY resources and priorities, in regular ESSRP meetings, sharing pertinent information with the ESSRP Partnership, its workgroups, and individual members. Assist in and promote the achievement of the collective goals of the ESSRP. PARTIES may assign and/or change representatives to participate in ESSRP meetings, workgroups and projects on their behalf as needed.
- 2.2 Shared Resources. Share experience, expertise, and resources as a means of advancing the ESSRP's common interests and conduct activities collaboratively approved by the ESSRP.

Attachment A

- 2.3 Comply with Applicable Law. Comply with all applicable federal, state, or local laws applicable to any action or approval taken pursuant to this MOU.
- 2.3 Project Inventory. If any projects are permitted, authorized, or funded by a PARTY pursuant to this MOU, that PARTY shall maintain an inventory of work for regular review by all PARTIES that includes: title; location; funding; leads; status; and timelines.
- 2.4 Point of Contact. Designate an employee to serve as a single point of contact for this MOU, as shown in the Section 6.9 notice provisions below. PARTIES may change their point of contact as needed.
- 2.5 Assurance regarding Felony Conviction or Tax Delinquent Status for Corporate Entities. This MOU is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this MOU, PARTIES acknowledge that they: 1) do not have a tax delinquency, meaning that they are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on their behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the MOU, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If PARTIES fail to comply with these provisions, the USFS will annul this MOU and may recover any funds PARTIES have expended in violation of sections 433 and 434.
- 2.6 No Federal Employees. PARTIES except BLM, USFS, and NPS agree that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as PARTIES hereby willingly agree to assume these responsibilities. PARTIES shall provide any necessary training to their employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. PARTIES shall also supervise and direct the work of their employees, volunteers, and participants performing under this MOU.
- 2.7 Eligible Workers. PARTIES shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). PARTIES shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this MOU.
- 2.8 Nondiscrimination. PARTIES will not discriminate in programs and activities pursuant to this MOU on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program.

Attachment A

- 2.9 Access. PARTIES may be granted access to federal facilities and/or computer systems to accomplish work performed pursuant to this MOU, in accordance with individual agency policies and regulations. All PARTIES may be required to have individual background checks, complete mandatory security training, sign individual agreements, and sign applicable statements of responsibilities before being allowed access to networked federal computers and unescorted access to federal buildings. Notwithstanding the foregoing, nothing in this MOU requires any federal agency to grant any PARTY access to any federal facility or computer system; each federal PARTY shall decide, in accordance with individual agency policies and regulations, whether and under what conditions to grant such access.
- 2.10 Use for Government Property. To the extent the NPS, BLM and/or USFS furnish federal government property to other PARTIES for use related to this MOU, including but not limited to federal government vehicles, such PARTIES may only use such property for performing tasks assigned pursuant to this MOU. PARTIES shall not modify, cannibalize, or make alterations to such property. Property will be tracked in accordance with owner/agency policies. Each PARTY shall retain title to all of its furnished property.
- 2.11 Liability for Government Property. PARTIES shall take all reasonable actions necessary to protect property from further loss, damage, destruction, or theft. PARTIES shall separate the damaged and undamaged property and place all the affected property in the best possible order. PARTIES shall do nothing to prejudice a PARTY's rights to recover against third parties for any loss, damage, destruction, or theft of property. PARTIES shall not be liable for loss, damage, destruction, or theft of property furnished or acquired under this MOU, except when any one of the following applies:
- a. The risk is covered by insurance or a PARTY is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of PARTY's managerial personnel. PARTY's managerial personnel, in this provision, means PARTY's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of PARTY's activities; all or substantially all of PARTY's operation at any one plant or separate location; or a separate and complete major industrial operation.
- 2.12 Particular Responsibilities of the ESCOG. The ESCOG will endeavor, upon approval and/or direction by its Board and the Boards of its four member agencies and with consideration of its available capacity, to leverage its position as a regional entity to pursue funding opportunities that may not be accessible to other PARTIES whose jurisdiction is limited to one specific national park, national forest, city, etc. ESCOG will also attempt to pursue funding opportunities that are related to the SREMP or any future programs that may be authorized by the ESCOG Board and all member agencies.

3. ADDITIONAL COMMITMENTS BY PARTIES

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

4. CONTENT REVIEW AND ACKNOWLEDGEMENTS

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

- 4.1 Acknowledgment. PARTIES will acknowledge other PARTIES' support in any publications, audio, visual, and electronic media developed as a result of this MOU.
- 4.2 Permission. PARTIES will obtain written permission from other PARTIES for use of any logos and insignia and other intellectual property on any published materials and media, such as Web pages, printed publications, or audio, visual, or electronic production.
- 4.3 Review & Approval. PARTIES will submit materials that are intended for public distribution and that refer to other PARTIES, or to the ESSRP or associated agreements, to the other PARTIES for advance review and approval to ensure information is accurate, does not commit any PARTY to an inappropriate action or funding, and does not lead to false expectations or misrepresents another PARTY. Materials that require advance review and approval include, but are not limited to: Donation solicitation materials, website information, press releases, and brochures where the material references the relationship(s) to the ESSRP or other PARTIES.
 - a. Exemptions from Advance Review. Internal communications within the PARTIES are not subject to this review.
 - b. Standard Language. The PARTIES may develop standard language that does not require approval beyond the initial approval.
 - c. Time for Review. Where standard language has not been developed, the PARTIES will use best efforts to review, approve, or deny approval for materials subject to this Section 4.3 within 10 business days of receipt. Each PARTY agrees that failure on its part to review, approve, or deny approval for such materials within 10 business days of receipt will serve as an automatic approval of the proposed materials.

5. PUBLIC RECORDS & RETENTION

- 5.1 Public Records. PARTIES acknowledge that records shared with other PARTIES pursuant to this MOU may be subject to disclosure by another PARTY pursuant to the federal Freedom of Information Act (FOIA), California Public Records Act (PRA), or local public records laws. Tribal or culturally sensitive information, and other records, may be exempt pursuant to the applicable law.
- 5.2 Retention. PARTIES shall retain all records pertinent to this MOU for a period of no less than 3 years from the expiration or termination date of the MOU. As used in this provision, "records" includes

Attachment A

books, documents, accounting procedures and practice, and other data, regardless of the type or format. PARTIES shall provide each other access and the right to examine all records related to this MOU. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

6. TERMS

- 6.1 Non-Binding. The PARTIES agree to work in good faith to fulfill the objectives of this MOU. Nothing in this MOU will be construed as obligating a PARTY to expend funds or create any legally binding or enforceable obligations on the part of any PARTY collaborating in the ESSRP.
- 6.2 Modifications. Modifications to this MOU must be made by mutual consent of the PARTIES by the issuance of a written modification signed and dated by all PARTIES. Requests for modification should be made in writing at least 30 days prior to the implementation of the requested change and become effective upon the last signature by any PARTY.
- 6.3 Entire Agreement. This MOU constitutes the entire understanding among the PARTIES with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the PARTIES with respect to the subject matter hereof, whether oral or written.
- 6.4 Effective Date. This MOU shall become effective as of the date that Town of Mammoth Lakes, Mono County, USFS Inyo National Forest and USFS Humboldt-Toiyabe National Forest have all executed this MOU. Additional PARTIES may join the MOU before or after the Effective Date in accordance with Section 6.10.
- 6.5 Termination. This MOU has no set termination date. Any PARTY may resign from this MOU without cause by providing at least 30 days written notice to the other PARTIES. PARTIES may terminate this MOU by written agreement of all PARTIES.
- 6.6 Non-Fiduciary Relationship. It is expressly understood and agreed that the PARTIES' obligations hereunder are not fiduciary in nature.
- 6.7 Counterparts. This MOU may be executed simultaneously or in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 6.8 Authority. The PARTIES warrant and represent that they have the power and authority to enter into this MOU and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this MOU have been fully complied with.

Attachment A

- 6.9 Notices. All notices shall be sent to each PARTY Point of Contact identified in Attachment A hereto. Any Party may change its
- 6.10 Additional PARTIES. Additional PARTIES may join this MOU by executing a signature page for inclusion in Attachment A.

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

ATTACHMENT A

Signature Pages for PARTIES

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

[PARTY Name, a [entity type]]

Executed as of _____ [date].

By: _____

Name: _____

Its: _____

ATTEST: [Delete if not required]

By: _____

Name: _____

Its: _____

APPROVAL AS TO FORM: [delete if not required]

By: _____

Name: _____

Its: _____

POINT OF CONTACT FOR ALL NOTICES:

[Name]

[Mailing Address]

[Email Address]

[Telephone]