REGULAR MEETING AGENDA

Friday, April 9, 2021
8:30 a.m.
Mammoth Lakes Council Chamber
437 Old Mammoth Road, Suite Z
Mammoth Lakes, CA

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

Board Members

Mono County Supervisor
Stacy Corless
Mono County Supervisor
Bob Gardner
Town of Mammoth Lakes Councilmember
Lynda Salcido
Town of Mammoth Lakes Councilmember
John Wentworth – Vice Chair

Inyo County Supervisor
Jeff Griffiths
Inyo County Supervisor
Dan Totheroh
City of Bishop Councilmember
Jim Ellis
City of Bishop Councilmember
Karen Schwartz - Chair

NOTICE TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at 760-965-3615. Notification 48 hours prior to the meeting will enable the City of Bishop or Town of Mammoth Lakes to make reasonable arrangements to ensure accessibility to this meeting. (See 42 USCS 12132, 28CFR 35.130). NOTE: Comments for all agenda items are limited to a speaking time of three minutes.
**ZOOM INFORMATION**

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. [https://monocounty.zoom.us/s/92421427651](https://monocounty.zoom.us/s/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/u/achYyzWR9t](https://monocounty.zoom.us/u/achYyzWR9t)

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

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

5. **Consent Agenda**
   a. Approve the minutes of the February 12, 2021 meeting of the ESCOG JPA.

6. **Discuss and Provide Direction to Staff Regarding ESCOG Serving as the California Environmental Quality Act (CEQA) Lead Agency for Regional Ecosystem Management or Sustainable Recreation Projects** – Administrative Services Contractor Elaine Kabala

7. **Receive Presentation from the California Citizens Redistricting Commission Regarding the State-Level Redistricting Process** – ESCOG Legal Counsel Grace Chuchla

8. **Receive a Presentation from Quantified Ventures regarding Innovative Financing for National Forest Business Planning for Campgrounds** – Administrative Services Contractor Elaine Kabala

9. **Discuss and Provide Direction to Staff Regarding the Drafting of a Memorandum of Understanding (MOU) between the ESCOG and Eastern Sierra Sustainable Recreation Partnership (ESSRP) to establish the desired and appropriate relationship between the ESSRP and the ESCOG** – ESCOG Legal Counsel Grace Chuchla
10. Discuss and Provide Direction to Staff Regarding ESCOG Representation in the Eastern Sierra Sustainable Recreation Partnership (ESSRP) / Sustainable Recreation Tourism Initiative (SRTI) Portfolio Identification Process – Administrative Service Contractor Elaine Kabala

11. Discuss and Provide Direction to Staff Regarding ESCOG Sponsorship of Eastern Sierra Sustainable Recreation Partnership (ESSRP) / Sustainable Recreation Tourism Initiative (SRTI) Projects – Administrative Service Contractor Elaine Kabala

12. Receive an Update on Funding Opportunities – Administrative Service Contractor Elaine Kabala

13. Consider Approval of a Letter of Support for Project(s) to be Submitted by the Town of Mammoth Lakes (TOML) to Congressman Jay Obernolte for Congressional Appropriation – TOML Town Manager Dan Holler

14. Board Member/Agency Reports

15. Request for future agenda items

16. Adjournment

The ESCOG will adjourn to the next regular meeting scheduled to be held on June 11, 2021 at 8:30 a.m.
EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)
Joint Powers Authority

REGULAR MEETING MINUTES

Friday, February 12, 2021
8:30 a.m.
Mammoth Lakes Council Chamber
437 Old Mammoth Road, Suite Z
Mammoth Lakes, CA

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Board Members

Mono County Supervisor
Stacy Corless – Chair
Bob Gardner

Inyo County Supervisor
Jeff Griffiths
Dan Totheroh

City of Bishop Councilmember
Jim Ellis
Karen Schwartz – Vice Chair

City of Bishop Councilmember
Lynda Salcido
John Wentworth

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1. **Call to Order**

Chair Stacy Corless called the meeting to order at 8:32 a.m.

2. **Pledge of Allegiance**

Chair Stacy Corless led the Pledge of Allegiance.

3. **Roll Call**

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

4. **Public Comment**

There were no comments given at this time.

5. **Consent Agenda**

   a. **Approve the Minutes of the December 11, 2020 meeting of the ESCOG JPA.**

   ACTION: It was moved by Board Member Bob Gardner, seconded by Board Member Jeff Griffiths, and carried by an 8-0 roll call vote to approve the minutes of the December 11, 2020 meeting.

6. **Call for Selection of Chair and Vice Chair**

Chair Stacy Corless reported that per the bylaws it was time to select a new Chair and Vice Chair for 2021.

Board Member Jeff Griffiths nominated Vice Chair Karen Schwartz for the role of Chair.

Board Member Lynda Salcido nominated Board Member John Wentworth as Vice Chair.

There was discussion among members of the Board.

ACTION: It was moved by Board Member Jeff Griffiths, seconded by Board Member John Wentworth, and carried by an 8-0 roll call vote to appoint Vice Chair Karen Schwartz as the Chair of the ESCOG.

ACTION: It was moved by Board Member Lynda Salcido, seconded by Board Member Jim Ellis, and carried by an 8-0 roll call vote to appoint Board Member John Wentworth as the Vice Chair of the ESCOG.
7. Consideration of a Letter to California State Senate Budget Subcommittee 2 and Assembly Budget Subcommittee 3 Requesting Increased Funding for Wildfire and Forest Resiliency

Board Member Stacy Corless reported that she had received a request from the Rural County Representatives of California (RCRC) for the ESCOG to support the Wildfire and Forest Resilience Expenditure Plan (Expenditure Plan) that Governor Gavin Newsom had included in his January budget proposal.

There was discussion among members of the Board.

ACTION: It was moved by Board Member Stacy Corless, seconded by Board Member Dan Totheroh, and carried by an 8-0 roll call vote to approve submission of letters of support to the State Senate Budget Subcommittee 2 and the State Assembly Budget Committee 3 Requesting Increased Funding for Wildfire and Forest Resiliency.

8. Consideration of A Resolution of the Board of Directors of the Eastern Sierra Council of Governments Authorizing and Approving a Grant Application for the California Department of Fish and Wildlife’s Proposition 1 Restoration Grant

Administrative Services Contractor Elaine Kabala outlined the information in the staff report.

Chair Karen Schwartz voiced concerns with regard to the ESCOG having the necessary staff to manage the grant if it was awarded.

There was discussion between Ms. Kabala, Legal Counsel Grace Chuchla, Plumas Corporation Project Manager Janet Hatfield and members of the Board.

ACTION: It was moved by Board Member John Wentworth, seconded by Board Member Lynda Salcido, and carried by an 8-0 roll call vote to adopt the Resolution as submitted pursuant to the submission of a grant application to the California Department of Fish and Wildlife (CDFW) for funds consistent with the Ecosystem Management Program of the Eastern Sierra Council of Governments.

9. Consideration of Cal Fire-funded Wildfire Mitigation County Coordinator ESCOG Position

Administrative Services Contractor Elaine Kabala outlined the information in the staff report.

Inyo-Mono Regional Water Management Program Project Development Specialist Rick Kattelman spoke about the Regional Forest and Fire Capacity Project and discussed the possibility of hiring a Cal-Fire funded Wildfire Mitigation County Coordinator to be housed within the ESCOG. Mr. Kattelman discussed the advantage of potentially housing one position for Mono County and one for Inyo County within the ESCOG.
Inyo County Emergency Services Manager Kelly Williams said that the position would be a great opportunity to collaborate as we move into the wildfire season. Ms. Williams reported that her Fire Safe Council Representative had mentioned that she felt many counties would not apply since they already had enough support. She voiced concern that if the application was submitted by the ESCOG, they may only consider awarding one position because they would look at it as a region rather than awarding one position for Inyo County and another for Mono County.

Mr. Kattlemann said he did not think the ESCOG would be able to apply for the positions and said that each County should apply separately when the positions were posted, and if awarded they would work together through the ESCOG.

Ms. Williams said that the position could be a contract position rather than a staff position and would pay $100K over a two-year period.

There was discussion between Mr. Kattlemann, Ms. Williams, Ms. Kabala and members of the Board.

10. Consideration of Contract Amendment #1 for Administrative Services with Elaine Kabala

Administrative Services Contractor Elaine Kabala outlined the information in the staff report.

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

ACTION: It was moved by Board Member Jeff Griffiths, seconded by Board Member Dan Totheroh, and carried by an 8-0 roll call vote to approve Amendment Number 1 to the Agreement Between the Eastern Sierra Council of Governments and Elaine Kabala for the Provision of Administrative Services.

11. Update on the Sustainable Recreation Tourism Initiative (SRTI) and the Eastern Sierra Sustainable Recreation Partnership’s (ESSRP) activities and related activities – Receive a presentation from Councilmember John Wentworth

Vice Chair John Wentworth outlined the information in the Eastern Sierra Sustainable Recreation Partnership (ESSRP) PowerPoint.

Board Member Stacy Corless spoke about the Mono County Collaborative Planning Team (CPT) and discussed the possibility of the ESCOG working with them on regional planning efforts.

Inyo County Emergency Services Manager Kelly Williams spoke about the importance of the dissemination of information, possibly through a Public Information Officer (PIO) for each entity or a Joint Information System (JIS) to work on collaborative messaging for the region.

There was discussion between Mr. Wentworth, Ms. Williams and members of the Board.
12. **COVID / Vaccinations Update – Receive Updates from Mono County and Inyo County Supervisors**

Board Member Lynda Salcido reported that she would stay on as a consultant and Deputy Branch Manager with Mono County Public Health (MCPH). Ms. Salcido gave an update on vaccination distribution efforts in Mono County and spoke about the County’s vaccination portal. She reported that positive COVID cases in Mono County had declined and reported that testing was currently available four days per week. She said that she hoped we would be able to move into the Red Tier soon and spoke about Contact Tracing efforts and said that the number of people getting tested throughout the County had dropped. She reported that Verily testing was going to be replaced with the OptumServe system at the end of February. Ms. Salcido reported that the County’s vaccine clinics had been very busy, discussed what phase in the vaccination process the County was in and said that many partners had stepped up to assist with the clinics including Mammoth Hospital, Mammoth Lakes Tourism (MLT) and Sandra DiDomizio with Green Fox Events. She gave an update on the Town of Mammoth Lakes (TOML) and Mono County’s Lodging Orders and current dining restrictions.

TOML Town Manager Dan Holler reported that the TOML lodging order allowed for 70% occupancy with a 24-hour gap between rentals. Mr. Holler gave an update on the Business Assistance Grants and discussed continued Rental Assistance efforts.

Administrative Services Contractor Elaine Kabala reported that she had attended a webinar with Housing and Community Development (HCD) on the Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security (CARES) Act applications and said that there was new Federal funding that would be going to the State for emergency rental assistance programs. Ms. Kabala directed the Board to the HousingIsKey.com website for additional information.

Board Member Jeff Griffiths reported that Inyo County put their CARES money into business support which allowed them to give out $800K worth of grants to small businesses that had been affected by COVID. Mr. Griffiths said that they had utilized $100K in general funds to support non-profits in their community and reported that they may have a benefactor willing to match the $100K to provide additional support for local non-profits. He said that COVID cases and positivity rates had continued to decline in Inyo County and reported that COVID mitigation compliance had become more challenging. He discussed vaccination distribution efforts and the challenges that Inyo County was facing in getting doses timely in comparison to Mono County. Mr. Griffiths reported that he was on the COVID Rural Working group through California State Association of Counties (CSAC) which met every Friday morning and said that the group continued to advocate for more vaccines for rural counties.

There was discussion between Mr. Holler, Ms. Kabala and members of the Board.
13. **Board Member/Agency Reports**

Vice Chair John Wentworth spoke about mobility issues and planning in Mammoth Lakes. Mr. Wentworth discussed the Limelight Hotel presentation that the Town Council had received from the Little Nell Group regarding a development agreement with a potential revenue sharing opportunity with them. He said that Alterra was looking to do some redevelopment at the Main Lodge. Mr. Wentworth reported that regional commercial air service would be coming to Bishop. He announced that the Town Council had approved Phase 1 of The Parcel and gave an update on the new road that would be built leading down to the Red’s Meadow Valley, discussed new leadership in the Devil’s Postpile National Monument, and a land exchange that had been completed at the Base Lodge around Mammoth Mountain.

Board Member Stacy Corless reported that she and Board Member Bob Gardner had been working on a Justice Equity Diversity Inclusion project and invited other agencies to participate.

Board Member Bob Gardner discussed the issue of grazing on Conway Ranch and reported that the County had approved a lease to allow a small number of cattle on the property.

Board Member Jeff Griffiths reported that Inyo County was nearing completion of their consolidated office building and expected occupants to move in by the April 1st deadline. Mr. Griffiths gave an update on the Bishop Airport and said he expected flights to start in late summer or early fall. He reported that Inyo and Mono Counties were both up for Medi-Cal partner reauthorization and were considering the Inland Empire Health Plan (IEHP) as the new partner to administer the program. He reported that the State had put out the Master Plan on aging and encouraged everyone to check it out on the website.

Board Member Stacy Corless left the meeting at 10:30 a.m.

Board Member Jim Ellis reported that the City of Bishop had completed their second reading of their nuisance ordinance and had discussed an empty building ordinance at their last Council Meeting. Mr. Ellis said that construction had begun on Phase One of the Northern Sierra Water Line project. He said that the Council had a discussion regarding cross walk safety and reported that they would work with Caltrans through the Local Transportation Committee (LTC) for assistance resolving the safety issues.

Chair Karen Schwartz announced that the City of Bishop was recruiting for a new Police Chief. Ms. Schwartz acknowledged the Tri-County Fairgrounds for a prestigious award they had received for the innovative summer programming they had provided during the midst of the pandemic with a drive through entertainment program.

Legal Counsel Grace Chuchla discussed Form 700 procedures for the ESCOG Board Members and gave an update on the ESCOG’s Conflict of Interest Code approval process with the Fair Political Practices Commission (FPPC).
There was discussion between Ms. Chuchla, Ms. Kabala and members of the Board.

14. **Request for future agenda items**

15. **Adjournment**

The meeting was adjourned at 10:46 a.m. to the next regular meeting scheduled to be held on April 9, 2021 at 8:30 a.m.
BACKGROUND/HISTORY:
The California Environmental Quality Act (CEQA) requires state and local governmental agencies to conduct environmental impact analysis for all discretionary decisions that will have a direct or potential impact on the environment. CEQA compliance is required for all State funded projects as a condition of a grant award – though not necessarily all State funded projects are subject to full environmental review.

The public authority for determining whether a project is subject to CEQA is known as the “lead agency.” The lead agency is the public agency that has the principal responsibility for approving or carrying out the project. The lead agency is also responsible for preparing and certifying the appropriate CEQA document. The lead agency must have discretionary authority over the proposed project.

Agencies with some discretionary authority over a project or a portion of it but is not the lead agency is known as a “responsible agency.” If a project involves discretionary actions by more than one agency, one may be selected as the Lead Agency pursuant to State CEQA Guidelines Section 15051, and the others would become Responsible Agencies.
The lack of an appropriate lead agency for multi-jurisdictional projects recently limited ESCOG’s opportunity to fund CEQA preparation through the California Department of Fish and Wildlife (CDFW) Prop 1 grant to develop a locally-based professional team that can prepare state and federal environmental review documents. Staff requests the ESCOG Board discuss the potential to serve as lead agency for appropriate projects in anticipation of future funding opportunities.

ANALYSIS/DISCUSSION:
CEQA compliance is required for discretionary projects to be carried out or approved by California “public agencies,” including any State agency, board, or commission, as well as any Local Agency. The California Public Resources Code and defines public agency to include “any state agency, board, or commission, any county, city and county, city, regional agency, public district, redevelopment agency, or other political subdivision.” Under this definition, ESCOG has authority to serve as lead agency for projects where it has the greatest responsibility for supervising or approving a project, will be the first agency to act on a project, or if there are several permitting authorities and ESCOG agrees to serve as lead agency. It should be noted that the ESCOG would also assume legal responsibility as lead agency if the CEQA document were challenged.

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 discuss and provide direction to staff regarding ESCOG serving as the CEQA Lead Agency for regional ecosystem management or sustainable recreation projects.
BACKGROUND/HISTORY:
Following the 2020 Census, the state of California, all 58 counties, and some cities are required to adjust the boundary lines for the State Assembly and Senate, County Boards of Supervisors, and City Councils. This is done every 10 years to account for population changes that may have caused districts to grow or shrink in the past 10 years. The state-level redistricting process is managed by the California Citizens Redistricting Commission.

Linda Akutagawa and Jane Andersen are two members of the CRC. They will be providing a presentation to the ESCOG Board in the hopes of educating everyone about the state-level redistricting process, explaining to the public how they can get involved, and ensuring broader public awareness of the redistricting process.

The presentation comes at a useful time because there are many overlaps and similarities between the city / county-level and state-level redistricting processes. It is our hope that, by continuing the public conversation about redistricting at all levels, local representatives will be fully informed about the process and more Eastern Sierra residents will get involved in this important aspect of our democracy.
ANALYSIS/DISCUSION:
None

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 receive a brief presentation from Grace Chula regarding California Citizens Redistricting Commission State-Level Redistricting Process.
California Redistricting Basics

WeDrawTheLinesCA.org
Reminder—No Public Input Will Be Taken Today

Per California Government Code Section 8253(a)(3)--Commission members and staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. Therefore, the Commission will not be taking any public input during these educational presentations.

To provide public input, please visit the Commission's website at: WeDrawTheLinesCA.org.
What is Redistricting?

Drawing new boundaries that determine which Californians are represented by each elected official.
Why We Redraw District Maps

- Communities change.
- People are born, die, and move.
- Communities grow and shrink.
- Areas where there were once roughly the same number of people become unequal.
Your Voice

- Why is redistricting important?
- Why should you be involved?
- Your role in the process

Redistricting has been used at times to exclude communities from political power. By fully participating in and monitoring the upcoming redistricting process, more communities may have a better opportunity to elect candidates of their choice who will voice their needs and interests.
How Redistricting Affects You

Power to the People

Champion Your Issues

Funding Priorities

Community Boundaries
Road to Fair Representation

- **Census**—Every ten years the entire U.S. population is counted, and that data is used to draw new maps to account for population shifts across the states and districts.

- **Reapportionment**—The federal reallocation of House seats among the states, done after each national census to ensure seats are held by the states in proportion to the size of their population.

- **Redistricting**—Drawing new boundaries that determine which voters are represented by each electoral district.

- **Fair Representation**—Historically, legislators have drawn maps that allowed them to choose their voters rather than enabling voters to choose their representatives. This former system undermined the concept of fair representation, which is to give people the power to choose their representatives.
Why Independent Redistricting Matters

GERRYMANDERING | How differently drawn district maps produce different electoral results

FOUR WAYS TO DIVIDE 50 PEOPLE INTO 5 DISTRICTS:

- **50 people**
  - 60% orange
  - 40% purple

- **FAIR**
  - Results proportionate to electorate
  - 3 orange
  - 2 purple

- **GERRYMANDERING**
  - Results not proportionate to electorate
  - 5 orange
  - 0 purple
  - 2 orange
  - 3 purple

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6 Line Drawing Criteria by order

The Commission must follow these weighted criteria in this order when drawing district maps:

1. Equal Population
   - Districts must be of equal population to comply with the US Constitution.

2. Voting Rights Act
   - Districts must comply with the Voting Rights Act to ensure that minorities have an equal opportunity to elect representatives of their choice.

3. Contiguity
   - Districts must be drawn so that all parts of the district are connected to each other.

4. Communities of Interest
   - Districts must minimize the division of cities, counties, neighborhoods, and communities of interest to the extent possible.

5. Geographically Compact
   - Districts should be geographically compact such that nearby areas of population are not bypassed for more distant populations. This requirement refers to density, not shape.

6. Nesting Districts
   - Where practicable each Senate District should be comprised of two complete and adjacent Assembly Districts and Board of Equalization districts shall be composed of 10 complete and adjacent State Senate Districts.

In addition, the place of residence of any incumbent or political candidate may not be considered in the creation of a map, and districts may not be drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.
Different Redistricting Efforts

**State**—Congressional, State Senate, State Assembly, and Board of Equalization.

**Counties**—58 counties, some with their own process.

**Cities**—482 cities, some with their own process.

**School Districts**—977 school districts, some with their own process.

**Other Redistricting Efforts**—water districts, community college districts, etc.
History

- **Prior to 2010**—Legislators drew lines, or the court did if the legislature failed to carry out this duty properly
- **Proposition 11 (2008)**—the Voters FIRST Act/We Draw the Lines for State Senate, State Assembly, and Board of Equalization
- **Proposition 20 (2010)**—Added congressional districts
- **2010 Redistricting Commission**
- **2020 Redistricting Commission**
- **Other States with Independent Commissions**—Arizona, Colorado, Idaho, Michigan, Montana and Washington use independent commissions to draw the lines.
Commissioner Selection

- Commissioner Applications (Over 20,000 applicants)
- Supplemental Applications (2,000)
- Interview/Screening Process (120 applicants)
- Applicant Pool sent to Legislature (60 applicants)
- Legislative Strikes (12 strikes each party)
- Lottery System: First 8
- Final 6 Selection
### Who we are

#### 2020 Commissioners: 14 Members

<table>
<thead>
<tr>
<th>Name</th>
<th>City</th>
<th>Party Preference</th>
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<tbody>
<tr>
<td>Isra Ahmad</td>
<td>San Jose</td>
<td>No Party Preference</td>
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<tr>
<td>Linda Akutagawa</td>
<td>Huntington Beach</td>
<td>No Party Preference</td>
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<tr>
<td>Jane Andersen</td>
<td>Berkeley</td>
<td>Republican</td>
</tr>
<tr>
<td>Alicia Fernández</td>
<td>Clarksburg</td>
<td>Republican</td>
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<td>Tracy</td>
<td>Republican</td>
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<td>J. Ray Kennedy</td>
<td>Morongo Valley</td>
<td>Democrat</td>
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<tr>
<td>Antonio Le Mons</td>
<td>Studio City</td>
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<tr>
<td>Sara Sadhwani</td>
<td>La Cañada Flintridge</td>
<td>Democrat</td>
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<td>Patricia S. Sinay</td>
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<td>Derric Taylor</td>
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<tr>
<td>Angela Vázquez</td>
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<tr>
<td>Russell Yee</td>
<td>Oakland</td>
<td>Republican</td>
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Commissioner Duties

- Community Outreach/ Public Input Meetings
  - Engage the public
  - Collect community input
  - Hear public testimony

- Draw Maps--Draft and final maps for Congress (~53), Senate (40), Assembly (80), and Board of Equalization (4)

Example: Sacramento

- Congress (700,000 people)
- Senate (931,000 people)
- Assembly (466,000 people)
- BOE (9 million people)
## Outreach Zones

<table>
<thead>
<tr>
<th>ZONE</th>
<th>COUNTIES</th>
<th>COMMISSIONERS</th>
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<tbody>
<tr>
<td>A</td>
<td>Del Norte, Humboldt County, Mendocino, Lake, Napa, Sonoma, Trinity</td>
<td>Commissioner Toledo Commissioner Taylor</td>
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<td>B</td>
<td>Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama</td>
<td>Commissioner Sinay Commissioner Yee</td>
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<tr>
<td>C</td>
<td>Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano</td>
<td>Commissioner Yee Commissioner Toledo</td>
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<td>D</td>
<td>El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba</td>
<td>Commissioner Fernandez Commissioner LeMons</td>
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<td>E</td>
<td>Monterey, San Benito, San Luis, Obispo, Santa Barbara, Santa Cruz, Ventura</td>
<td>Commissioner Fornaciari Commissioner Kennedy</td>
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<td>F</td>
<td>Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare</td>
<td>Commissioner Turner Commissioner Vazquez</td>
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<td>Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne</td>
<td>Commissioner Andersen Commissioner Akutagawa</td>
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Communities of Interest (COI)

Communities of Interest (COI)--A community of interest is a concentrated population which shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Examples include culture, areas in which the people share similar living standards, use the same transportation facilities, have similar work opportunities, or have access to the same media. People can belong to multiple communities of interest.

Defining Your Communities
- Geographic
- Boundaries
- Things you have in common
Participating in the Process

1. DESCRIBE your community
2. DRAW your community on a map
3. SEND your testimony directly to the Commission

Provide your input today at:
DrawMyCACommunity.org
Ways to Provide Public Input

- **Communities of Interest (COI) Mapping Tool:** [DrawMyCACommunity.org](http://DrawMyCACommunity.org)
- **On Our Website:** [WeDrawTheLinesCA.org](http://WeDrawTheLinesCA.org)
- **By E-mail:** VotersFirstAct@crc.ca.gov
- **By Mail:** California Citizens Redistricting Commission 721 Capitol Mall, Suite 260 Sacramento, CA 95814
CA Supreme Court Ruling

Legislature of CA v Alex Padilla
S262530 July 17, 2020

The California Supreme Court ruled on July 17, 2020 that the Commission should have until December 15, 2021 to submit its maps to the California Secretary of State due to the delay in release of census results. If census results are received after July 31, 2021, the Commission’s deadline will be adjusted accordingly.
Timeline

**2021**
- **February-May**: Education Presentations (California Redistricting Basics)
- **June-October**: Public Input Meetings (COI)
- **September 30**: Census Data Expected to the State
- **October 31**: Census Data Expected to the Commission
- **November-December**: Public Input Meetings/Line Drawing Sessions (Pre district maps)
- **December**: Draft District Maps Released

**2022**
- **January**: Public Input Meetings/Line Drawing Sessions
- **February**: District Maps Released
- **February 15**: Final District Maps to Secretary of State
Reminder—No Public Input Will Be Taken Today

Per California Government Code Section 8253(a)(3)--Commission members and staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. Therefore, the Commission will not be taking any public input during these educational presentations.

To provide public input, please visit the Commission's website at: WeDrawTheLinesCA.org.
Contact Us

To request an informational session, please contact the Commission.

California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
(916) 323-0323
Marcy.Kaplan@crc.ca.gov

For more information about the Commission, please visit:
WeDrawTheLinesCA.org

Social Media Handles: @WeDrawTheLinesCA
BACKGROUND/HISTORY:
The Eastern Sierra Sustainable Recreation Partnership is a unique public / public partnership initiated on July 18, 2017 and subsequently memorialized through a non-funded challenge cost share agreement drafted by the U.S. Forest Service. The agreement is known as the "Eastern Sierra Sustainable Recreation Partnership", and its purpose is to "...document the cooperation between the parties to collaborate in the maintenance, improvement, and operation of National Forest facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest in accordance with the (following) provisions and the (hereby incorporated) Operating and Financial Plan."

While the original signatories included Mono County, the Town of Mammoth Lakes, the Inyo National Forest, and the Humboldt Toiyabe National Forest, additional regional governments have taken actions expressing their desire to sign onto the agreement and join the partnership, including Alpine County (voted to join on August 20, 2019), the City
of Bishop (voted to join on September 9, 2019), and Inyo County (voted to join on October 8, 2019). Several state and federal agencies have also confirmed that they wish to join the partnership, including CALTRANS, the Bureau of Land Management, and the National Park Service, with the caveat that a different type of binding agreement be drafted given the potential for expanded membership, and that a memorandum of understanding may now be more desirable than the original USFS non-funded challenge cost share agreement.

ANALYSIS/DISCUSSION:
With the recent establishment of the ESCOG as a Joint Powers Authority and the adoption of the “ESCOG: Sustainable Recreation and Ecosystem Management Program”, it is clear that a specific opportunity exists to coordinate the activities of the ESSRP with the authorities of the ESCOG to benefit a variety of regional interests consistent with the ESCOG’s adopted program and the various missions of the partners of the ESSRP.

Additionally, the “Sustainable Tourism and Recreation Initiative (SRTI)”, funded by a $618,750 Proposition 68 grant from the Sierra Nevada Conservancy, will soon be delivering a portfolio of project recommendations along with identified funding resources that will require the submission of grant applications as its final deliverables. The SRTI’s purpose has been to support the ESSRP in its goals to “…design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions.” These SRTI grant applications will benefit from an established relationship between the ESCOG and the ESSRP.

The intent of the ESSRP has long been to consider the transference of SRTI project deliverables to the ESCOG along with identified funding opportunities for implementation and to support the sustainable recreation arm of the ESCOG Sustainable Recreation and Ecosystem Management Project resolution upon its development and adoption. In order to facilitate a smooth transition of project responsibilities between the SRTI, the ESSRP, and the ESCOG, a memorandum of understanding should be prepared by ESCOG Counsel.

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 recommends that the Board direct staff to work with the ESSRP to prepare an agreement that will 1) bind the current and prospective members of the ESSRP through a new Memorandum of Understanding; 2) allow for the membership and/or participation of sovereign tribal nations; 3) establish the desired and appropriate relationship between the ESSRP and the ESCOG; and 4) carry forward all elements of the existing
“Eastern Sierra Recreation Partnership” non-funded challenge cost share agreement as may be desired by the ESSRP and the ESCOG.
NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between
MONO COUNTY,
AND THE
TOWN OF MAMMOTH LAKES, CALIFORNIA,
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION,
INYO NATIONAL FOREST
AND
INTERMOUNTAIN REGION,
HUMBOLDT-TOIYABE NATIONAL FOREST

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Mono County, California and the Town of Mammoth Lakes, California, hereinafter referred to as "The Cooperators," and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: the Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154, and as amended.

Background: This Challenge Cost-share Agreement provides a framework for the parties to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators’ activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources. Mono County desires to cooperate with the U.S. Forest Service based on approximately 94% of Mono County consisting of public lands and the Cooperators’ mutual interest in implementing a sustainable recreation program with the U.S. Forest Service. This Agreement is intended to reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

Title: Eastern Sierra Sustainable Recreation Partnership

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to collaborate in the maintenance, improvement, and operation of National Forest facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest.
in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibits A, B, and C.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement is intended to maximize the parties' collective and collaborative efforts.

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

III. THE COOPERATORS SHALL:

A. LEGAL AUTHORITY. The Cooperators shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperators 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 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

C. Work cooperatively with the U.S. Forest Service to plan, develop, and/or implement mutually beneficial projects and programs as described and agreed to in any approved Operating and Financial Plan(s).
D. Provide accomplishment reporting as identified in Section V, Provision O.

E. Coordinate with the U.S. Forest Service in the operation, maintenance, and upgrade to recreation facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and unincorporated Mono County.

F. Designate an employee to serve as a single point of contact on behalf of each of the Cooperators to serve as the liaison between the Cooperators and the U.S. Forest Service.

G. The parties shall review and mutually agree on all activities to ensure the activities meet agency objectives.

H. The Cooperators personnel are not authorized to undertake functions beyond those activities mutually agreed to, or engage in activities or convey to the public that they are U.S. Forest Service employees.

I. Meet with the U.S. Forest Service regularly to stay abreast of project(s) progress using protocols to be mutually developed by all parties.

J. Maintain an inventory of work for regular review by all parties that includes (but not limited to):
   a. Projects/Programs by title
   b. Project location/Program location emphasis
   c. Project/Program funding
   d. Project/Program leads
   e. Project/Program status
   f. Project/Program timelines

IV. THE U.S. FOREST SERVICE SHALL:

A. Have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of its scope of any projects that it undertakes pursuant to attached Operating and Financial Plans.

B. Provide information to the Cooperators regarding the management goals, facility standards, and resource-based considerations for those activities mutually agreed on.

C. Provide access U.S. Forest Service staff, data, and information to achieve mutually agreed on activities.

D. Designate a U.S. Forest Service employee to serve as the single point of contact/liaison between the U.S. Forest Service and the Cooperators from each Forest
to manage this Agreement, subsequent Agreements, as well as individual programs and projects.

E. Provide U.S. Forest Service personnel during various phases of the projects from project submittal, pre-project review, project planning, contracting, and execution.

F. U.S. Forest Service shall seek to maximize the length and term of funding opportunities over multiple fiscal years.

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

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

B. Principal Partner Contacts:

<table>
<thead>
<tr>
<th>Mono County Program Contact</th>
<th>Mono County Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leslie Chapman</td>
<td>Tony Dublino Asst</td>
</tr>
<tr>
<td>CAO</td>
<td>CAO</td>
</tr>
<tr>
<td>P.O. Box 969</td>
<td>P.O. Box 969</td>
</tr>
<tr>
<td>Bridgeport, CA 93517</td>
<td>Bridgeport, CA 93517</td>
</tr>
<tr>
<td>760-932-5414</td>
<td>760-932-5415</td>
</tr>
<tr>
<td><a href="mailto:lchapman@mono.ca.gov">lchapman@mono.ca.gov</a></td>
<td><a href="mailto:tdublino@mono.ca.gov">tdublino@mono.ca.gov</a></td>
</tr>
</tbody>
</table>

Town of Mammoth Lakes Program Contact | Town of Mammoth Lakes Administrative Contact

| Dan Holler                   | Joel Rathje                       |
| Town Manager                | Trails Coordinator                |
| P.O. Box 1609               | P.O. Box 1609                     |
| Mammoth Lakes, CA 93546     | Mammoth Lakes, CA 93546          |
| 760-965-3601                | 530-251-6122 (cell)               |
| dholler@townofmammothlakes.ca.gov | jrathje@townofmammothlakes.ca.gov |

C. Principal U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>Inyo National Forest Program Manager Contact</th>
<th>Inyo National Forest Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margie DeRose</td>
<td>Aaron Stout</td>
</tr>
<tr>
<td>Acting District Ranger</td>
<td>Region 5, Grants Management Specialist</td>
</tr>
<tr>
<td>Mammoth &amp; Mono Lake Ranger Districts</td>
<td>631 Coyote Street</td>
</tr>
<tr>
<td>P.O. Box 148</td>
<td>Nevada City, CA 95959</td>
</tr>
<tr>
<td>Mammoth Lakes, CA 93546</td>
<td>530-478-6825</td>
</tr>
<tr>
<td>760-518-5051</td>
<td><a href="mailto:asstout@fs.fed.us">asstout@fs.fed.us</a></td>
</tr>
<tr>
<td><a href="mailto:mbderose@fs.fed.us">mbderose@fs.fed.us</a></td>
<td></td>
</tr>
</tbody>
</table>
D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of 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 agreement The Cooperators acknowledge that: 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 agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The Cooperators have expended in violation of sections 433 and 434.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest will notify the The Cooperators when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperators agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes.
including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The Cooperators hereby willingly agrees to assume these responsibilities.

Further, The Cooperators shall provide any necessary training to The Cooperators' employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperators shall also supervise and direct the work of their employees, volunteers, and participants performing under this agreement.

G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Cooperators are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To The Cooperators, at the address shown in the agreement or such other address designated within the agreement.

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

H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

I. ENDORSEMENT. Any of The Cooperators's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The Cooperators's products or activities.

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

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

L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperators shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at
least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

M. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, 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. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The Cooperators.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

The Cooperators shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period.

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

Q. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

R. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

S. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperators is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

The Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperators is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

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

The Cooperators Liability for Government Property.

1. Unless otherwise provided for in the agreement, The Cooperators shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:

   a. The risk is covered by insurance or The Cooperators 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 The Cooperators’s managerial personnel. The Cooperators’s managerial personnel, in this provision, means The Cooperators’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperators’s business; all or substantially all of The Cooperators’s operation at any one plant or separate location; or a separate and complete major industrial operation.

2. The Cooperators shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperators shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The Cooperators shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants Management Specialist, The Cooperators shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

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

"This institution is an equal opportunity provider."

W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The Cooperators materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.

X. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and The Cooperators agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by The Cooperators to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Z. DEBARMENT AND SUSPENSION. The Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,
debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should The Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change.

BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 30, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

VI. APPROVAL.

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

DAN HOLLER, Town Manager
Town of Mammoth Lakes

Date

LESLIE CHAPMAN, CAO
Mono County

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

Aaron Stout 
U.S. Forest Service Grants Management Specialist 
Region 5 

6/27/2018 

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

Sarah Russell 
U.S. Forest Service Grants Management Specialist 
Region 4 

6/28/2018 

Burden Statement 

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program (not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice) or (866) 877-8339 (TDD). USDA is an equal opportunity provider and employer.
EXHIBIT A
OPERATING PLAN

PROJECT 1 – Eastern Sierra Sustainable Recreation Partnership Priority Development

I. GENERAL PROJECT DESCRIPTION:

This Operating Plan encompasses efforts between Mono County, California and the Town of Mammoth Lakes, California, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” to identify priority recreation-related programs and projects in partnership to provide healthy forests and sustainable recreation and infrastructure. The U.S. Forest Service and Cooperators, or “Partners” will work together in development of these priorities to reduce redundancies, work toward mutual goals, maximize resources, and to improve transparency between and with stakeholders. An initial list of priorities shall be established by the Partners and updated/modified as work is accomplished throughout the life of this agreement.

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement and Operating Plan are intended to maximize the Partners’ collective and collaborative efforts.

Initial focus areas used to develop priority work for the Partners to consider include, but are not limited to:

- 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;
- County/Town recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning including environmental review.

Specific projects on National Forest System Lands shall be incorporated to this agreement following modification procedures as identified in Section V. FF of this agreement, or established through separate Operating Plans or instrument(s), where appropriate. Separate agreements, Operating Plans, or other instruments must be approved and signed by all Partners and cannot be included without the consent of all Partners.

II. RESPONSIBILITIES:

A. The Cooperators Shall:
1. Provide a Cooperator main point of contact to support the tasks outlined in this Operating Plan;
2. Within existing Cooperator budgets, and at the individual Cooperators' sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify Cooperator recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the U.S. Forest Service in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent this information is available; and
6. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

B. The U.S. Forest Service Shall:
1. Provide a U.S. Forest Service main point of contact from each Forest to support the tasks outlined in this Operating Plan;
2. Within existing Forest Service budgets, and at the individual Forest's sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify U.S. Forest Service recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the Cooperators in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent that this information is available;
6. Provide staff support from public services, resource specialists, and technicians if needed to develop priorities; and
7. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

III. TERM OF OPERATING PLAN: The project work will be completed during the period starting date of final signature this Agreement and ending June 30, 2023.

IV. FINANCIAL PLAN: Attached is the Financial Plan for this operating plan starts the date of final signature this Agreement and ending June 30, 2023.

V. ATTACHMENTS:
   1. Exhibit B, FS-1500b, Financial Plan
   2. Exhibit C, FS-1500-23, Optional Performance Reporting Template

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LESLIE CHAPMAN  
CAO  
Mono County  

DAN HOLLER  
Town Manager  
Town of Mammoth Lakes  

TAMERAK R. RANDALL-PARKER  
Forest Supervisor  
Region 5, Inyo National Forest  

WILLIAM A. DUNKELBERGER  
Forest Supervisor  
Region 4, Humboldt-Toiyabe National Forest  

---

Date 7/3/18  
Date 7-2-18  
Date 7/19/18  
Date 7/5/18
Note: This Financial Plan may be used when:
1) No program income is expected and
2) The Cooperator is not giving cash to the FS and
3) There is no other Federal funding

### Financial Plan Matrix

<table>
<thead>
<tr>
<th>COST ELEMENTS</th>
<th>FOREST SERVICE INYO CONTRIBUTIONS</th>
<th>FOREST SERVICE H-T CONTRIBUTIONS</th>
<th>MONO COUNTY CONTRIBUTIONS</th>
<th>TOML CONTRIBUTIONS</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) Noncash</td>
<td>(b) Cash to Cooperator</td>
<td>(c) Noncash</td>
<td>(d) Cash to Cooperator</td>
<td></td>
</tr>
<tr>
<td>Salaries/Labor</td>
<td>$13,225.00</td>
<td>$0.00</td>
<td>$13,225.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$734.40</td>
<td>$734.40</td>
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<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$13,225.00</td>
<td>$0.00</td>
<td>$13,225.00</td>
<td>$10,415.52</td>
<td></td>
</tr>
<tr>
<td>Coop Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td>$68,400.40</td>
<td></td>
</tr>
<tr>
<td>FS Overhead Costs</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$10,260.06</td>
</tr>
<tr>
<td>Total</td>
<td>$13,225.00</td>
<td>$0.00</td>
<td>$13,225.00</td>
<td>$10,415.52</td>
<td>$78,660.46</td>
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</tbody>
</table>

**Total Project Value:**

$115,325.98

### Matching Costs Determination

<table>
<thead>
<tr>
<th>Calculation</th>
<th>(%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Inyo Forest Service Share</td>
<td>11.45%</td>
</tr>
<tr>
<td>Total H-T Forest Service Share</td>
<td>11.45%</td>
</tr>
<tr>
<td>Total Mono Co Cooperator Share</td>
<td>9.02%</td>
</tr>
<tr>
<td>Total TOML Cooperator Share</td>
<td>68.59%</td>
</tr>
<tr>
<td>Total (j+k+l+m) = (n)</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
### 2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above. e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. 

- **Salary/Labor** = hrs or days x rate,
- **Travel** = miles x rate, or months x FOR rate (that is, days x per diem rate),
- **Equipment Use** = hrs or days x rate,
- **Supplies & Materials** – list of items and estimated cost,
- **Printing** = estimated cost per item,
- **Indirect Cost** = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

<table>
<thead>
<tr>
<th>Column (a)</th>
<th>Forest Service Inyo Noncash Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Inyo NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column (b)</th>
<th>No Cash to Cooperators is included in Project 1 of this Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Service Inyo Cash to Cooperator</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column (c)</th>
<th>The Humboldt-Toiyabe NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Service H-T Noncash Contribution</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column (d)</th>
<th>No Cash to Cooperators is included in Project 1 of this Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Service H-T Cash to Cooperator</td>
<td></td>
</tr>
</tbody>
</table>
# WORKSHEET FOR

## FS Inyo Non-Cash Contribution Cost Analysis, Column (a)

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Officer</td>
<td>$450.00</td>
<td>8.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$400.00</td>
<td>15.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Recreation Specialist</td>
<td>$350.00</td>
<td>5.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>$350.00</td>
<td>3.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Resource Technician</td>
<td>$275.00</td>
<td>3.00</td>
<td>$825.00</td>
</tr>
</tbody>
</table>

### Non-Standard Calculation

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Salaries/Labor    | $13,225.00 |

## Subtotal Direct Costs

$13,225.00

## Forest Service Overhead Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.00%</td>
<td>$13,225.00</td>
<td>$1,322.50</td>
</tr>
</tbody>
</table>

| Total FS Overhead Costs | $1,322.50 |

## TOTAL COST

$14,547.50
## WORKSHEET FOR

### FS H-T Non-Cash Contribution Cost Analysis, Column (c)

#### Salaries/Labor

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Officer</td>
<td>$450.00</td>
<td>8.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$400.00</td>
<td>15.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Recreation Specialist</td>
<td>$350.00</td>
<td>5.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>$350.00</td>
<td>3.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Resource Technician</td>
<td>$275.00</td>
<td>3.00</td>
<td>$825.00</td>
</tr>
</tbody>
</table>

#### Non-Standard Calculation

<table>
<thead>
<tr>
<th>Total Salaries/Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,225.00</td>
</tr>
</tbody>
</table>

### Subtotal Direct Costs

$13,225.00

### Forest Service Overhead Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.00%</td>
<td>$13,225.00</td>
<td>$1,322.50</td>
</tr>
</tbody>
</table>

| Total FS Overhead Costs | $1,322.50 |

### TOTAL COST

$14,547.50

---

Attachment A
WORKSHEET FOR Mono Co. Non-Cash Contribution Cost Analysis, Column (e)

#### Salaries/Labor

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant CAO</td>
<td>$663.52</td>
<td>7.00</td>
<td>$4,644.64</td>
</tr>
<tr>
<td>CAO</td>
<td>$949.28</td>
<td>1.00</td>
<td>$949.28</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$451.04</td>
<td>3.00</td>
<td>$1,353.12</td>
</tr>
<tr>
<td>Com Dev Analyst</td>
<td>$301.44</td>
<td>3.00</td>
<td>$904.32</td>
</tr>
<tr>
<td>County Counsel</td>
<td>$914.88</td>
<td>2.00</td>
<td>$1,829.76</td>
</tr>
</tbody>
</table>

#### Non-Standard Calculation

**Total Salaries/Labor**

$9,681.12

#### Travel

<table>
<thead>
<tr>
<th>Travel Expense</th>
<th>Employees</th>
<th>Cost/Trip</th>
<th># of Trips</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridgeport to Mammoth</td>
<td>1</td>
<td>$81.20</td>
<td>12.00</td>
<td>$734.40</td>
</tr>
</tbody>
</table>

#### Non-Standard Calculation

**Total Travel**

$734.40

#### Subtotal Direct Costs

$10,415.52

#### Cooperator Indirect Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,415.52</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Coop. Indirect Costs**

$0.00

#### TOTAL COST

$10,415.52
WORKSHEET FOR

TOML Non-Cash Contribution Cost Analysis, Column (g)

<table>
<thead>
<tr>
<th>Salaries/Labor</th>
<th>Cost/Day</th>
<th># of Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Manager</td>
<td>$1,029.12</td>
<td>15.00</td>
<td>$15,436.80</td>
</tr>
<tr>
<td>Pub. Works Director</td>
<td>$871.12</td>
<td>15.00</td>
<td>$13,066.80</td>
</tr>
<tr>
<td>Comm. Dev. Director</td>
<td>$733.60</td>
<td>10.00</td>
<td>$7,336.00</td>
</tr>
<tr>
<td>Assist. To Town Manager</td>
<td>$579.60</td>
<td>10.00</td>
<td>$5,796.00</td>
</tr>
<tr>
<td>Engr. Manager</td>
<td>$595.84</td>
<td>15.00</td>
<td>$8,937.60</td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$482.32</td>
<td>10.00</td>
<td>$4,823.20</td>
</tr>
<tr>
<td>Trails Coordinator</td>
<td>$520.16</td>
<td>25.00</td>
<td>$13,004.00</td>
</tr>
</tbody>
</table>

Non-Standard Calculation

| Total Salaries/Labor               | $68,400.40|

Subtotal Direct Costs

$68,400.40

Cooperator Indirect Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.00%</td>
<td>$68,400.40</td>
<td>$10,260.06</td>
</tr>
</tbody>
</table>

Total Coop. Indirect Costs

$10,260.06

TOTAL COST

$78,660.46
Optional Project Performance Report*

1. Recipient/Cooperator Name: ____________________________

2. Agreement Number: 18-CS-11050400-0XX

3. Project Title: Eastern Sierra Recreation Partnership Priority Development

4. Reporting Period End Date: ____________________________

5. Report Type: ☐ Interim ☐ Final

For each program/project in the agreement narrative, please provide brief information on the following:

6. Status Summary:

7. What has been accomplished to date? Please provide a comparison of actual accomplishments to the objectives established in the agreement narrative (quantify where possible):

8. Any problems encountered? Explain delays or changed costs or conditions that significantly impair the ability to meet agreement objectives and timelines. If necessary, please work with the F.S. program manager for an extension of the agreement period.

9. Any changes that you plan to propose? Please work with F.S. program manager to determine if a modification is needed (e.g., a change is needed to the objectives or financial plan).

10. Briefly describe work to be performed during the next reporting period.

11. Any other comments considered of importance but not discussed above?

12. Signatures of 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.

<table>
<thead>
<tr>
<th>Submitted: Cooperator Program Mgr</th>
<th>Signature: ____________________________</th>
<th>Date: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title: ______________________</td>
<td>Phone: ______________________________</td>
<td></td>
</tr>
</tbody>
</table>

*Note to Cooperator Project Lead: This optional form helps respond to the performance reporting required by the agreement.

<table>
<thead>
<tr>
<th>Reviewed: FS Program Mgr</th>
<th>Signature: ____________________________</th>
<th>Date: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title: __________________</td>
<td>Phone: ______________________________</td>
<td></td>
</tr>
</tbody>
</table>

*Note to F. S. Program Manager: Please document this and any other monitoring activity in NRM or send to G&A Personnel.
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 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
INSTRUCTIONS FOR FORM FS-1500-23

1. Enter the recipient’s or cooperator’s name.

2. Enter the original U.S. Forest Service agreement number.

3. Enter the project’s title.

4. Enter the type of report.

6-8. Provide information related to each program/project in the agreement narrative.

11. Self explanatory.
BACKGROUND/HISTORY:
For the past year, the Sierra Nevada Conservancy (SNC) funded Sustainable Recreation Partnership Initiative (SRTI) has conducted broad regional outreach to determine areas of need and identify specific recreation projects via the Eastern Sierra Sustainable Recreation Partnership (ESSRP). The outcome of this outreach will be to filter the approximately 180 project ideas generated by the public through partnership consensus to develop a portfolio of eight projects.

The identification process is being facilitated by a third party consultant (Michael Ward) to develop the values and goals of the partnership to identify the metrics by which projects will be selected for the portfolio. The “Sustainable Recreation and Tourism Initiative” will then provide technical assistance for the development of eight identified projects from the portfolio for funding applications. Staff is seeking direction regarding ESCOG representation by staff in the ESSRP / SRTI portfolio identification process.

ANALYSIS/DISCUSSION:
None.
**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 direct staff to represent the ESCOG’s regional interests as a member of the ESSRP for the project identification process.
BACKGROUND/HISTORY:
For the past year, the Sierra Nevada Conservancy (SNC) funded Sustainable Recreation Partnership Initiative (SRTI) has conducted broad regional outreach to determine areas of need and identify specific recreation projects via the Eastern Sierra Sustainable Recreation Partnership (ESSRP). The outcome of this outreach will be to filter the approximately 180 project ideas generated by the public through partnership consensus to develop a portfolio of eight projects. The SRTI will then provide technical assistance for the development of eight identified projects from the portfolio for funding applications.

Staff is seeking the ESCOG Board’s general interest in sponsoring ESSRP projects with regional benefit through grant-writing, funding, and project administration.

ANALYSIS/DISCUSSION:
None.

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 discuss and provide direction to staff for potentially sponsoring ESSRP/SRTI projects.
Title: Congressional Appropriations Request for ESCOG Letter of Support

Prepared By: Town of Mammoth Lake Town Manager Dan Holler

Action: Consider approval of a letter of support for Project(s) to be submitted by the Town of Mammoth Lakes to Congressman Jay Obernolte for Congressional Appropriation

Background: The recent launch of a process called “Community Project Funding” Congress has reinstated an updated practice of congressional earmarking for federal fiscal year 2022. Under the program, communities may receive dedicated federal funds for specific projects and priorities during FY2022, by working directly through our Congressman Joy Obernolte. House members can submit a total of 10 project requests across the various appropriations bills. Total spending in the House is limited to 1% of domestic discretionary spending. Congressman Obernolte’s request form is attached, and requests are due by 5:00 pm Friday, April 9. An overview of the appropriations committees is also provided. The Senate is expected to set its own guidelines as well. The deadlines for the Congressman to submit requests is the last week of April 28-30, based on the appropriation subcommittee. The process is anticipated to be very competitive. Staff will have a short list of potential projects to be considered for submission. The Town Council will be reviewing potential projects to be submitted for consideration. One the requests from Congressman Obernolte is to provide information on community and/or agency support for projects. Town staff will provide an update to the ESCOG Board on selected project(s) brough forward for consideration.
**Please read this page carefully before proceeding**

- Please do not change the format, rearrange order, or otherwise alter this form. Use as much space under each heading as needed. Attach separate sheets if necessary.

- Fill out the form completely.

- The application form must be submitted electronically in Microsoft Word format.

- Forms **must** be emailed to ca8_approps_requests@mail.house.gov by COB April 9 to be considered.

- If you are submitting more than one funding, language, Community Project funding request, please use a separate form for each individual request.

- Questions should be directed to the appropriate legislative staffer by email or at 202-225-5861.

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Jay Obernolte
Appropriations Application for Fiscal Year 2022
(Oct. 1, 2021 - Sept. 30, 2022)

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Appropriations Bill/Subcommittee (“X” one):

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Requestor
[Organization here]
[POC name here]
[Phone number here]
[Email here]

Request
[Agency name here]
[Account name here]

[Program / Language] – [funding amount here]
[Program description, justification / Proposed language here]

FY21 funding level: [funding amount here]
FY22 President’s budget request level: [funding amount here – leave blank if unknown]

OR
Community Project Funding Request

- Please review the Appropriations Committee Community Project Funding Request Guidance, including which accounts are eligible, and key items to include in submission justifications for each of these requests here.
- Requests not fully in accordance with Committee requirements will not be considered.
- Only non-profit entities, public institutions, and state and local government entities are eligible to request projects. Projects cannot be designated for private individuals or for-profit entities.
- Submissions must include proof of community support – please attach any letters, endorsements, media, listing on state use plans, community development plans, etc, to the email along with the request.
- Note that any request does not waive matching fund requirements.
- Note that any submitted information may be made public.
- Each member of Congress may only submit 10 Community Project Funding requests.

Requestor
[Organization here]
[POC name here]
[Phone number here]
[Email here]

[Account name here]

[Community Project Funding Title Here]

[Program description / justification / community benefit here]

- Request Amount: [here]
  - Can the full amount requested be reasonably obligated within 12 months of enactment? [YES or NO here]
- Total Project Cost: [here]
  - [List other sources of funding if request amount is not the total project cost here]
- Other funding sources pursued (i.e. grants, budget increases, existing programmatic funding, competitive funding opportunities, etc.): [Here]

- Project Estimated Start Date: [MM/DD/YYYY]
- Project Estimated Completion Date: [MM/DD/YYYY]

- Previous years and funding levels this project appeared in a Presidential Budget:
  - [FYXX, funding level]
- Previous years and funding levels this project received any federal funding:
  - [FYXX, funding level]
- Other members of Congress you submitted this request to:
Jay Obernolte
Appropriations Application for Fiscal Year 2022
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- [Member, State-District]
Appropriations Requests

https://appropriations.house.gov/appropriations-requests

To meet the needs of communities across the United States, the Appropriations Committee accepts programmatic, language-based and Community Project Funding requests from Members of Congress. Members and staff have been provided with information on submitting requests through an internal Committee-maintained database, which will open for submissions on March 29, 2021.

Chair DeLauro provided an important overview of the process in a general Dear Colleague, along with a Dear Colleague providing updated information on group letters supporting a request. Guidance from the Committee on submitting Community Project Funding requests is here (updated March 29, 2021).

Subcommittee Dear Colleagues, along with each request submission deadline, are available here and below.

As part of the important reforms associated with Community Project Funding, the Committee is requiring Members to submit a certification that neither they nor their immediate families have any financial interest in projects they request. A template for such certification is available here.

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 29, 2021

Commerce, Justice, Science, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 29, 2021

Defense

- Dear Colleague (contains Community Project Funding Request Guidance)
- Deadline Extended: April 29, 2021
Energy and Water Development, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Authorized Project Lists
- Deadline Extended: April 28, 2021

Financial Services and General Government

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 30, 2021

Homeland Security

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 30, 2021

Interior, Environment, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 30, 2021

Labor, Health and Human Services, Education, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 28, 2021

Legislative Branch

- Dear Colleague
- Deadline Extended: April 29, 2021

Military Construction, Veterans Affairs, and Related Agencies

- Dear Colleague
- Community Project Funding Request Guidance
- Deadline Extended: April 28, 2021

State, Foreign Operations, and Related Programs
Dear Colleague
Deadline Extended: April 28, 2021

Transportation, and Housing and Urban Development, and Related Agencies

Dear Colleague
Community Project Funding Request Guidance
Guidance for Local Transportation Priorities
Guidance for Airport Improvement Program
Guidance for Economic Development Initiative
Deadline Extended: April 30, 2021