



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

Wednesday, April 30, 2025, 8:30 a.m.

Dual Locations: Bishop Council Chambers and Mammoth Lakes Council Chambers

Bishop Council Chambers 377 West Line Street, Bishop, CA 93514

Mammoth Lakes Council Chambers 437 Old Mammoth Rd., Ste Z Mammoth Lakes, CA 93546

Members of the Board

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

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

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

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

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the members of the Board reserve the right to conduct the meeting without remote access.

Zoom Information

Please click this URL to join.

<https://us06web.zoom.us/j/81837557809>

Or One tap mobile: +16699006833,81837557809# US (San Jose) +16694449171,81837557809#

US Or join by phone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 669 444 9171 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

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

Webinar ID: 818 3755 7809 International numbers available: <https://us06web.zoom.us/j/81837557809>

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

4.1 Approve the minutes of the Regular Meeting of February 26, 2025

4.2 Approve the Inyo Mono Broadband Consortium 2024-2025 Audit

4.3 Receive the Inyo Mono Broadband Consortium Activities Report

4.4 Receive the ESCOG Wildfire Coordinator Report

5. POLICY MATTERS

5.1 Receive a Presentation on the Final Towns-to-Trails Feasibility Analysis

5.2 Receive a Presentation on Eastern Sierra Community Housing Silver Peaks Affordable Housing Project and Approve a Letter of Support for the Silver Peaks Affordable Housing and Sustainable Communities Application

5.3 1) Approve Subaward Agreements between the Sierra Business Council and the Eastern Sierra Council of Governments for Sierra Jobs First Catalyst Funding Awards and Authorize the Executive Director to Negotiate and Execute the Agreements:
a) Subaward Agreement No. SBC-2025202 "Business Resource Center Catalyst Program"

b) Subaward Agreement No. SBC-2025203 "Chipmunk Canyon Existing Conditions Analysis"

c) Subaward Agreement No. SBC2025204 "Eastern Sierra Regional Collaborative Capacity Incubator"

2) Authorize the Executive Director to Prepare and Issue Requests for Proposals for Consultants and Contractors to Execute the Scope of Work for the Subaward Agreements

5.4 Approve the Agreement Between the County of Inyo and the Eastern Sierra Council of Governments for the Provision of Project Management, GIS, and Grant Administration Services

5.5 Approve Memorandum of Understanding Between the Eastern Sierra Council of Governments and the Sierra Business Council Regarding Implementation of the Sierra Jobs First Business Catalyst Program

5.6 Executive Director Update Report

6. BOARD MEMBER/AGENCY REPORTS

7. REQUEST FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The ESCOG will adjourn to the next regular meeting scheduled to be held on June 25, 2025.



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

Minutes of Regular Meeting

February 26, 2025, 8:30 a.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Vice Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, Board Member Paul McFarland

1. CALL TO ORDER AND ROLL CALL

Vice Chair Stephen Muchovej called the meeting to order at 8:35 a.m. in the Council Chamber, 437 Old Mammoth Road, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Board Member Paul McFarland led the Pledge of Allegiance.

3. PUBLIC COMMENTS

There were no comments given at this time.

4. CONSENT AGENDA

Moved by Board Member Lynda Salcido

Seconded by Board Member Jeff Griffiths

Approve the Consent Agenda.

For (8): Vice Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

4.1 Approve the minutes of the Regular Meeting of December 13, 2024

- 4.2 **Ratify Inyo Mono Broadband Consortium California Public Utilities Commission Resolution T-17778 Consent Form**
- 4.3 **Ratify Amendment No. 1 to Proposition 1 Watershed Restoration Grant Program Eastern Sierra Pace and Scale Accelerator**
- 4.4 **Approve the Memorandum of Understanding Among the County of Inyo, the County of Mono, the Town of Mammoth Lakes, the City of Bishop and the Eastern Sierra Council of Governments Authorizing the**
- 4.5 **Accept the Eastern Sierra Comprehensive Economic Development Strategy 2024 Progress Update and Direct Staff to Submit to the Economic Development Administration**
- 4.6 **Accept the 2023-2024 ESCOG Financial Statement**
- 4.7 **Inyo Mono Broadband Consortium Activities Report Provided by Eastern Sierra Regional Broadband Coordinator Scott Armstrong**
- 4.8 **Approve a Resolution of the Board of the Eastern Sierra Council of Governments Adopting Corrective Actions Pursuant to the California Department of Transportation's Division of Local Assistance Corrective Action Plan**
- 4.9 **Approve Moving Regular April ESCOG Meeting Date from April 9, 2025 to April 11, 2025**

5. POLICY MATTERS

5.1 Call for the Selection of Chair and Vice Chair

Executive Director Elaine Kabala discussed the annual process for selecting a new Chair and Vice Chair.

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

Moved by Board Member Karen Schwartz

Seconded by Board Member Jeff Griffiths

Appoint Vice Chair Stephen Muchovej as Chair of the Eastern Sierra Council of Governments.

For (8): Vice Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

Moved by Board Member Jeff Griffiths
Seconded by Board Member Trina Orrill

Appoint Board Member Chris Bubser as Vice Chair of the Eastern Sierra Council of Governments.

For (8): Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

5.2 Receive a Presentation on Eastern Sierra Council of Governments Strategic Plan

This item was taken out of order.

Executive Director Elaine Kabala and Inyo County County Administrative Officer Nate Greenberg outlined the information in the ESCOG Strategic Plan Overview and Strategic Planning Retreat Report.

Board Members Trina Orrill and Jeff Griffiths left the meeting at 10:17 a.m.

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

Staff was given direction to increase communication with member agencies, to prepare a legislative platform, increase interagency collaboration, begin work to establish an Eastern Sierra Economic Development District, and begin work with Inyo County to develop a contract to leverage their Project Management Office.

5.3 Approve Agreement Regarding Wildfire Coordinator Services to be Provided by Inyo County to the Eastern Sierra Council of Government Joint Powers Authority

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

Inyo County County Administrative Officer Nate Greenberg provided additional information about the structure and benefit of the agreement as well as potential future funding options.

Mono County County Administrative Officer Sandra Moberly spoke about a similar position Mono County had that was currently being funded from their general fund.

Legal Counsel Grace Weitz provided information regarding the legalities of the ESCOG hiring independent contractors who were also employees of member agencies.

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

Moved by Board Member Jeff Griffiths

Seconded by Board Member Paul McFarland

Approve the Agreement Regarding Wildfire Coordinator Services to be Provided by Inyo County to the Eastern Sierra Council of Government Joint Powers Authority with modifications as discussed.

For (8): Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Vice Chair Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

5.4 Approve Submission of the U.S. Forest Service Community Wildfire Defense Grant to the United State Department of Agriculture

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

Board Member Paul McFarland requested that the City of Bridgeport be added to the list of communities on the grant application.

Mono County Wildfire Mitigation Coordinator Wendy Grasseschi and Inyo County Wildfire Preparedness Coordinator Kristen Pfeiler provided additional information regarding the U.S. Forest Service Community Wildfire Defense Grant.

Inyo County County Administrative Officer Nate Greenberg provided additional information about the grant and application process.

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

Moved by Board Member Lynda Salcido
Seconded by Board Member Chris Bubser

Approve Submission of the U.S. Forest Service Community Wildfire Defense Grant to the United State Department of Agriculture.

For (8): Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Vice Chair Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

5.5 Accept the State of California's "Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience"

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

Inyo County Wildfire Preparedness Coordinator Kristen Pfeiler spoke in support of the State of California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience.

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

Moved by Board Member Paul McFarland
Seconded by Board Member Karen Schwartz

Accept the State of California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience.

For (8): Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Vice Chair Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

5.6 Authorize the Chair to sign correspondence to The Honorable Representative Kevin Kiley RE: Federal Funding for Critical Wildfire Projects

Executive Director Elaine Kabala outlined the information in the letter to the Honorable Representative Kevin Kiley.

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

Moved by Board Member Paul McFarland

Seconded by Board Member Chris Bubser

Accept the letter to The Honorable Representative Kevin Kiley regarding Federal Funding for Critical Wildfire Projects with amendments as discussed.

For (8): Chair Stephen Muchovej, Board Member Jeff Griffiths, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Vice Chair Chris Bubser, Board Member Karen Schwartz, and Board Member Paul McFarland

Carried (8 to 0)

5.7 Executive Director Update Report

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

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

6. BOARD MEMBER/AGENCY REPORTS

Vice Chair Chris Bubser provided an update on the strategic planning process that the Town of Mammoth Lakes (TOML) Town Council was going through.

Board Member John Wentworth reported that TOML's strategic priorities included public safety, community investment, recreation amenities, and effectively delivering municipal services.

TOML Town Manager Rob Patterson said that the Town was focused on actionable items, such as wildfire, parcel level efforts, and wildlife.

Board Member Karen Schwartz reported that the City of Bishop was in the process of doing a parking study to determine peak times to assist with future development. Ms. Schwartz announced that Hilton Hotels had submitted plans to build a hotel next to Vons and that Inyo County was going to get a Marshalls.

Board Member Lynda Salcido reported that Mono County had been working on housing initiatives and said that the four units they had purchased in Bridgeport were ready to go and that they had purchased another property with a home on it. Ms. Salcido provided an update on the jail, said that three Mono County Supervisors would attend the upcoming National Association of Counties (NACo) Legislative Conference in DC, and said that the County was trying to staff up.

Board Member Paul McFarland said that Mono County's Sustainable Recreation Division was looking for ways to sustain visitor services which their Federal partners usually provide. Mr. McFarland reported they had lost ten full-time employees on the Inyo National Forest and at least five on Humboldt Toiyabe National Forest.

Chair Stephen Muchovej said that he was excited that the Western facades were coming down in Bishop and the buildings would be restored back to what they originally looked like.

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

7. REQUEST FOR FUTURE AGENDA ITEMS

Board Member John Wentworth requested that a discussion regarding the impact that the lack of staffing at Yosemite National Park would have on this summer's visitation at a future meeting.

8. ADJOURNMENT

The meeting was adjourned at 10:59 a.m.

Angela Plaisted, Assistant Clerk

**Eastern Sierra Council of Governments (ESCOG)
Inyo-Mono Broadband Consortium (IMBC)
Management Representation Letter
For Grant Year Ending January 31, 2025**



To: Walsh Financial, PC

Oakland, CA

April 30, 2025

This representation letter is provided in connection with your audit of the Schedule of Expenditures of Inyo-Mono Broadband Consortium (IMBC) for the grant year ending January 31, 2025, for the purpose of expressing an opinion on whether the Schedule of Expenditures is presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Except where otherwise stated below, immaterial matters less than \$5,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the Schedule of Expenditures.

We confirm that to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of date of **April 30, 2025:**

Schedule of Expenditures

**Eastern Sierra Council of Governments (ESCOG)
Inyo-Mono Broadband Consortium (IMBC)
Management Representation Letter
For Grant Year Ending January 31, 2025**

- We have fulfilled our responsibilities, as set out in the terms of the Audit Engagement Letter dated June 13, 2024, for the preparation and fair presentation of the Schedule of Expenditures in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of Schedule of Expenditures that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, data, and significant assumptions used by us in making accounting estimates, including those measured at fair value, and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the Schedule of expenditures and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

Information Provided

- We have provided you with
 - access to all information, of which we are aware that is relevant to the preparation and fair presentation of the Schedule of Expenditures such as records, documentation, and other matters;
 - additional information that you have requested from us for the purpose of the audit; and
 - unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the Schedule of Expenditures.
- We have disclosed to you the results of our assessment of the risk that the Schedule of Expenditures may be materially misstated as a result of fraud.

**Eastern Sierra Council of Governments (ESCOG)
Inyo-Mono Broadband Consortium (IMBC)
Management Representation Letter
For Grant Year Ending January 31, 2025**

- We have no knowledge of any fraud or suspected fraud that affects the entity and involves
 - management;
 - employees who have significant roles in internal control; or
 - others when the fraud could have a material effect on the Schedule of Expenditures
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's Schedule of Expenditures communicated by employees, former employees, analysts, regulators, or others.
- We have disclosed to you all known instances of non-compliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the Schedule of Expenditures.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

**Eastern Sierra Council of Governments (ESCOG)
Inyo-Mono Broadband Consortium (IMBC)
Management Representation Letter
For Grant Year Ending January 31, 2025**

(1) Stephen Muchovej, ESCOG Board Chairman

(2) Elaine Kabala, ESCOG Executive Director

(3) John Carl Vallejo, ESCOG & Inyo County Legal Counsel

(4) Amy Shepherd, Inyo County Auditor/Controller

(5) Scott Armstrong, IMBC Broadband Coordinator

(6) Denelle Carrington, IMBC Budget Analyst & Inyo County Assistant County Administrator



INYO-MONO BROADBAND CONSORTIUM (IMBC)

ANNUAL REPORT

FOR THE GRANT YEAR ENDED

JANUARY 31, 2025

INDEPENDENT AUDITOR'S REPORT

To the Eastern Sierra Council of Governments (ESCOG)
Board of Supervisors
Independence, California

Audit Opinion

We have audited the Schedule of Expenditures of the Inyo-Mono Broadband Consortium (IMBC) for the grant year ended January 31, 2025.

In our opinion, based on our audit, the Schedule of Expenditures presents fairly, in all material respects, the annual expenditures of the IMBC in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are described in the Auditor's Responsibilities for the Audit of the Schedule of Expenditures section of our report. We are required to be independent of the IMBC, and to meet ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our unqualified audit opinion.

Responsibilities of Management for the Schedule of Expenditures

Management is responsible for the preparation and fair presentation of the Schedule of Expenditures in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule of Expenditures that are free from material misstatement, whether due to fraud or error.

In preparing the Schedule of Expenditures, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the IMBC's ability to continue as a going concern for twelve months beyond the Schedule of Expenditures date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Schedule of Expenditures

Our objective is to obtain reasonable assurance about whether the Schedule of Expenditures as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will

always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Schedule of Expenditures.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Schedule of Expenditures, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts in the Schedule of Expenditures.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the IMBC's internal controls. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Schedule of Expenditures.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the IMBC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

(To Be Signed)

Walsh Financial, PC

Oakland, California

April 30, 2025

Annual Report
Inyo-Mono Broadband Consortium's
Schedule of Expenditures
For the Grant Year Ended January 31, 2025

Note # - Specific Activities			
Specific activities for Inyo-Mono Broadband Consortium for the project year ending January 31, 2025 are as follows:			
Objective Description	Description of Activities Completed During the Prior Year	How Each Activity Promotes the Deployment of Broadband Services	Cost Associated with Each Activity
Objective 1, Collaborating with the Commission and other state agencies to engage regional consortia, local officials, ISPs, stakeholders, and consumers regarding priority areas and cost-effective strategies to achieve the broadband access goal	Activity 1: Map and document agency priorities	Current and accurate list of broadband expansion priority areas	\$11,000
	Activity 2: Public engagement - priority refinement	Vetted and supported set of priority project areas	\$21,000
	Activity 3: Public outreach & communication	Updated website with list of broadband expansion priority areas	\$16,000
	Activity 4: Maintain project management system	Implemented project management system kept up to date and used for progress reports	\$5,500
	Activity 5		
Objective 2, Identifying potential CASF infrastructure projects or potential broadband deployment projects related to new programs created under SB 156 and AB 164, along with other opportunities, where ISPs can expand and improve	Activity 1: Provider coordination	Up-to-date knowledge of what providers are working on; provider awareness of IMBC priorities	\$16,000

their infrastructure and service offerings to achieve the goal of reaching 98% broadband deployment in each consortia region	Activity 2: Digital 395 coordination	Awareness of Digital 395 needs and opportunities	\$16,000
	Activity 3: Broadband Access Tool	Current and accurate list of broadband offerings & gaps	\$5,500
	Activity 4: Funding and legislative tracking	Clarity around funding opportunities	\$16,000
	Activity 5		
Objective 3, Assisting potential CASF infrastructure applicants or potential applicants for broadband deployment projects related to the new programs created under SB 156 and AB 164 in the project development or grant application process	Activity 1: Comprehensive project list	Current list of desired broadband projects	\$15,000
	Activity 2: Assist with development of project grant applications	Projects submitted for funding in each county	\$19,000
	Activity 3		
	Activity 4		
	Activity 5		
Objective 4, Conducting activities that will lead to or that can be reasonably expected to lead to CASF infrastructure projects or broadband deployment projects related to new programs created under SB 156 and AB 164, including the Federal Funding Account, Middle-Mile, Broadband Loan Loss Reserve, and Local Agency Technical Assistance.	Activity 1: Local agency coordination	Awareness around Consortium operations and progress; Consistent and modern broadband policies; Other agency support as needed	\$16,000
	Activity 2: Public asset list	List of all public assets available in each of the jurisdictions	\$11,000
	Activity 3: Agency broadband strategy	Individual agency broadband strategy	\$11,000
	Activity 4		
	Activity 5		

Objective 5, Assisting the Commission in publicizing requests for wireline testing volunteers in areas, as needed	Activity 1: Encourage local speed tests	Current & accurate network performance metrics	\$9,500
	Activity 2: Support State and Federal speed tests	On-the-ground test data submitted to State & Federal platforms	\$1,500
	Activity 3		
	Activity 4		
	Activity 5		
Objective 6, Conducting and Submitting annual audit reports, as required	Activity 1: Annual Audit	Complete Audit of Expenditures showing Consortium compliance	\$10,000
	Activity 2		
	Activity 3		
	Activity 4		
	Activity 5		
		Total	\$200,000

Note # - The number of project applications assisted.	
Project Application Assisted	Priority Area(s)
No broadband expansion grant opportunities available during this period.	0
Total number of project applications assisted	0

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Background: CPUC Decision 22-05-029

The California Public Utilities Commission (AKA the Commission, or CPUC) established the California Advanced Services Fund (CASF) in Decision (D.) 07-12-054 and the Legislature subsequently codified the CASF in order to spur the deployment of broadband facilities in unserved and underserved areas of California. The CASF provides financial support in the form of grants for broadband infrastructure projects selected by either Commission or Communication Division (CD) staff through an application and scoring process. In addition, it provides support to rural and urban regional broadband consortia to fund activities that are intended to facilitate broadband deployment other than funding the capital costs of specific deployment projects. The CASF is funded by a surcharge rate on revenues collected by telecommunications carriers from end-users for intrastate telecommunications services.

In 2021, Governor Gavin Newsom signed into law Senate Bill (SB) 156, SB 4, Assembly Bill (AB) 164, and AB 14, each of which affected program administration of the CASF, either through creation of new CASF subaccounts, adoption of individual program modifications, or through increase or extension of total program funding.

The Eastern Sierra Council of Governments (ESCOG) received a 3-year CASF Broadband Consortia Grant for grant years 2024 to 2026. The ESCOG is a Joint Powers Authority (JPA) agency made up of the City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra.

Reporting Entity

The Inyo-Mono Broadband Consortium (IMBC) is comprised of Inyo County, Mono County, The Town of Mammoth Lakes and the City of Bishop, CA. The IMBC is governed by the ESCOG.

The IMBC defines its reporting entity in accordance with accounting principles generally accepted in the United States of America (GAAP), which provides guidance for determining which governmental activities, organization and functions should be included in the reporting entity. The accompanying Schedule of Expenditures presents information on the activities of the IMBC.

Basis of Presentation

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The accounting policies of the IMBC conform to GAAP in the United States for local governmental units.



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Scott Armstrong, Regional Broadband Coordinator
Subject: Informational Broadband Update
Meeting date: April 30, 2025
Prepared on: April 24, 2025

Attachments: none

The following report provides information and updates associated with regional broadband activities. I would be happy to discuss these topics or any other broadband-related topics in more detail at your convenience.

General Broadband News:

The Inyo-Mono Broadband Consortium (IMBC) website (<https://ConnectedEasternSierra.net/>) includes broadband-related information for residents, businesses, and Internet Service providers in our region. The site also includes a variety of tools, such as a broadband needs estimator, speed tests, service issue reporting options, and several broadband-related maps.

Grants Information:

FFA Round 2 Grant, Limited Opportunity (Construction):

The California Public Utilities Commission (CPUC) announced a Round 2 for the Last-Mile Federal Funding Account (FFA) grant on April 2. This grant opportunity is limited to projects in the 6 counties in which no Federal Funding Account grants were awarded. Those six counties include *Inyo*, Calaveras, Contra Costa, Monterey and Trinity Counties. The application window opened April 15 and

service providers have until *April 29* to submit applications. I'll have information on the project areas in the applications after the applications are made public in the CPUC Broadband Portal.

No other awards from the initial FFA application round will be evaluated or awarded.

- FFA Awards and Recommendations: <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/last-mile-federal-funding-account/federal-funding-account-awards>
- CPU Broadband Portal: <https://broadbandportal.cpuc.ca.gov/>
- CPUC FFA Awards Dashboard: <https://public.tableau.com/app/profile/cpuc.broadbandsupport/viz/FederalFundingAccountAwardsDashboard/FFADashboardOriginal>

BEAD (Construction and Digital Equity):

The CPUC published the State's timeline and final eligibility map for the Broadband Equity, Access, and Deployment (BEAD) process. Service providers now have until *May 9, 2025* to submit applications. We are expecting some changes to the BEAD program in the next 4-6 weeks, but the specifics of those changes are still unknown. I'll have information on the project areas in the applications after the applications are made public.

- Bead Program Page: <https://www.cpuc.ca.gov/beadprogram/>
- Eligibility Map Page: <https://register.challenge.cpuc.ca.gov/>

USDA BTA 2023 (Technical Assistance only, no construction):

The USDA Broadband Technical Assistance network-design project for Hammil (Mono County) is in the contract preparation stage, and the contract for the network-design in Furnace Creek (Inyo County) is on the April 29, 2025 Board Agenda for the County of Inyo.

Update to the IMBC Broadband Needs Estimator – New Speed Test

The [Broadband Needs Estimator](#) has a new, easier to read speed test that doesn't jump to a different page when it's done. Click the Speed Test button to run the test. The Download and Upload results are in large text, and other details are available if you're interested. You can click the button again to re-run the speed test.

The image shows two side-by-side web interface components. The left component, titled 'Calculate Your Suggested Bandwidth', is a form with multiple rows for different device types. Each row has a dropdown for the number of devices, a text input for 'Suggested Bandwidth', and a text input for 'Total (Mbps)'. The rows are: Desktop Computers, Laptop Computers, Tablet Computers, Smartphones, Connected TVs, Gaming devices, and Other connected devices. At the bottom, there are buttons for 'Calculate Totals' and 'Reset Values', followed by a text input for 'Total Suggested Bandwidth for all Devices (Mbps)'. The right component, titled 'Test Your Current Broadband Speed', features a green 'Speed Test' button. Below the button, it displays test results: Server (mlab1-chs02.mlab-oti.measurement-lab.org, Charleston), Public IP address (104.235.54.87), Download speed (72.49 Mb/s), Latency (54.48 ms), Jitter (2.04 ms), Upload speed (4.81 Mb/s), Latency (54.69 ms), and Jitter (7.04 ms).

The Needs Estimator is linked from the IMBC Get Connected page (<https://connectedeasternsierra.net/get-connected/>).

BUDGET IMPACTS:

None.

LEGAL REVIEW:

Not applicable.

RECOMMENDATION:

None, informational only.



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

STAFF REPORT

To:	ESCOG Joint Powers Authority
From:	Kristen Pfeiler, ESCOG staff
Subject:	Wildfire Coordinator Report
Meeting date:	April 30, 2025
Attachments:	A) INF Interagency Liaison Workplan

Sustainable Recreation and Ecosystem Management Program:

Eastern Sierra Pace and Scale Accelerator:

- Staff is working to build capacity to support the Eastern Sierra Pace and Scale Accelerator and strengthen relationships with federal and NGO partners leveraging Inyo National Forest (INF) Liaison Funding. This includes:
 - Meeting monthly with INF to identify project priorities and gaps/solutions to implementation.
 - Developing a workplan for the INF Interagency Liaison scope of work.
 - Attending ESSRP meetings and familiarizing with the SRTI.
- Staff met with multiple agencies and local organizations to provide wildfire mitigation education, implement CWPP priorities, plan the formation of the Eastern Sierra Wildfire Alliance, and seek collaborative efficiencies/solutions across the region.
- Staff applied for the 2025 CALFIRE County Coordinator grant (\$151,500 available from May 2025-June 2026).
- Staff attended the Biomass Utilization in the Central Sierra Public Workshop virtually on 3/24/25.
- Staff attended the CA Wildfire Taskforce Spring Regional Meeting virtually on 4/27/25.
- Staff attended the Wildfire Resiliency Action Finance Team meeting virtually on 4/17/25.

California Jobs First Initiative:

- Staff attended industry sector workgroup meetings for Recreation and Natural and Working Lands and is familiarizing with the associated Strategic Plan.

Attachment A

INF Interagency Liaison Workplan – Summary for ESCOG Board

Establish partner landscape and coordination (Due: June 2)

- Identify and engage regional partners
- Collect data on coordination processes and funding procedures
- Map out agency roles and funding flows
- Milestone: Partner engagement summary completed
- Deliverables: Contact list, engagement summary, funding matrix

Develop shared project priorities and processes (Due: September 1)

- Host prioritization workshops and gather feedback
- Draft shared project list with implementation steps
- Milestone: Project list and process finalized
- Deliverables: Prioritization criteria, timeline, approval guide

Launch communications and outreach systems (Due: December 1)

- Draft communications strategy for internal and public use
- Develop outreach templates and begin updates
- Milestone: Communications plan and materials drafted
- Deliverables: Plan outline, list of templates, draft communications tool

Develop and test communication tool (Due: March 2)

- Design layout and architecture of a web-based platform
- Build and share an interactive prototype
- Milestone: Functional prototype delivered
- Deliverables: Wireframe or demo site, homepage and blog module

Draft white paper report (Due: May 1)

- Write sections on coordination, prioritization, and communications
- Include visual summaries and findings
- Milestone: White paper draft complete
- Deliverables: Draft report with visuals and core sections

Finalize tools and deliverables (Due: June 1)

- Refine the web platform and add dashboard features
- Finalize and publish the white paper
- Milestone: Final deliverables launched
- Deliverables: Public-facing tool and final report



Eastern Sierra Towns to Trails

Feasibility Study for Inyo, Alpine, and Mono Counties

Eastern
Sierra
Council of
Governments



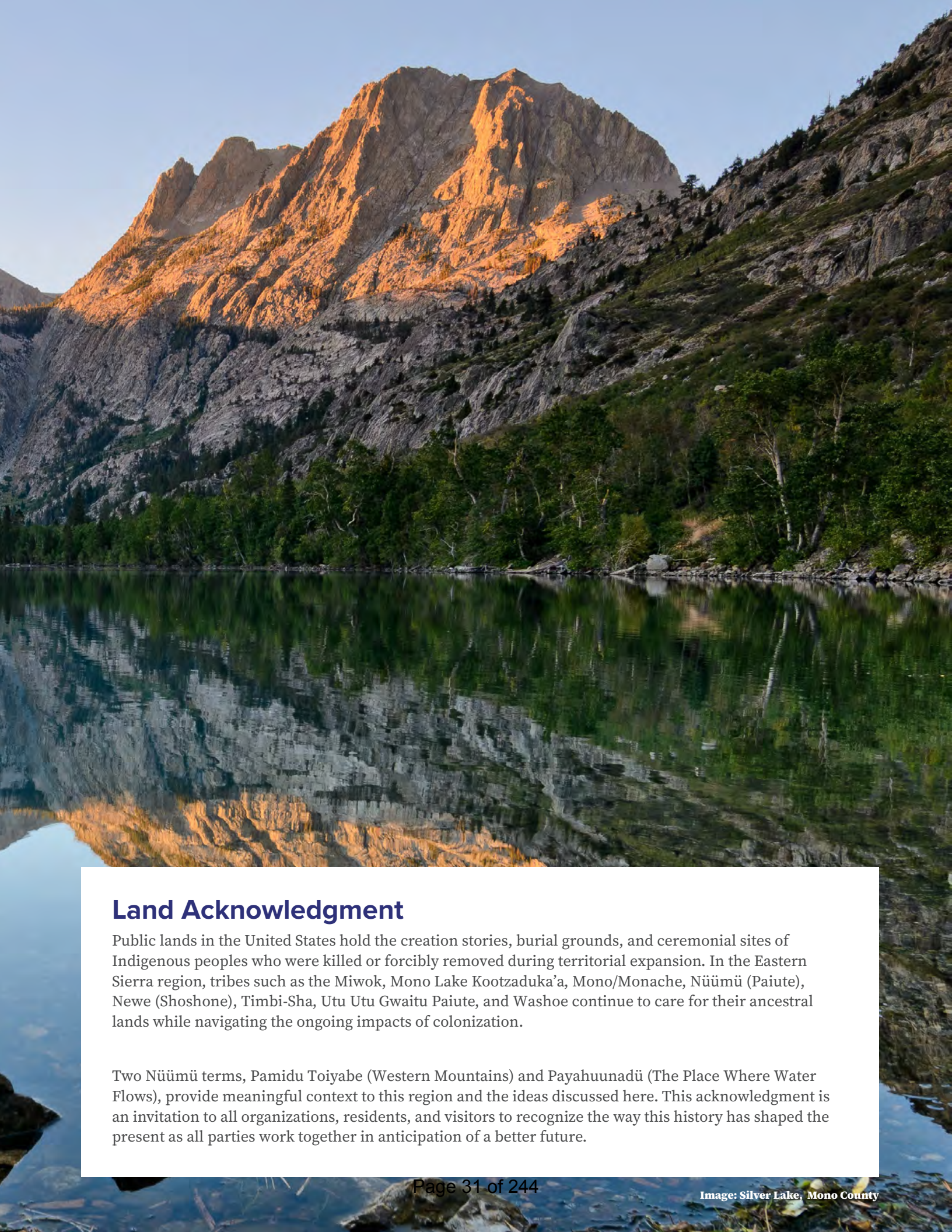
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2. Phase 2 Collaborative Planning Notes	
3. Groundtruthing Walkthrough	
4. Existing Planning Document Review	
5. Outreach and Engagement Materials	





Land Acknowledgment

Public lands in the United States hold the creation stories, burial grounds, and ceremonial sites of Indigenous peoples who were killed or forcibly removed during territorial expansion. In the Eastern Sierra region, tribes such as the Miwok, Mono Lake Kootzaduka'a, Mono/Monache, Nüümü (Paiute), Newe (Shoshone), Timbi-Sha, Utu Utu Gwaitu Paiute, and Washoe continue to care for their ancestral lands while navigating the ongoing impacts of colonization.

Two Nüümü terms, Pamidu Toiyabe (Western Mountains) and Payahuunadü (The Place Where Water Flows), provide meaningful context to this region and the ideas discussed here. This acknowledgment is an invitation to all organizations, residents, and visitors to recognize the way this history has shaped the present as all parties work together in anticipation of a better future.





1

Introduction

What is the Towns to Trails Plan?

The Towns to Trails Plan is a feasibility and data-gathering study that has analyzed existing infrastructure connecting approximately 350 miles of existing roads and trails spanning from Lone Pine to South Lake Tahoe along the eastern side of the Sierra Nevada Mountain Range linking front county towns in Alpine, Mono, and Inyo County along the way. This effort has gathered the data necessary to recommend a conceptual alignment that uses existing infrastructure and maintains existing allowable uses from South Lake Tahoe to Lone Pine.

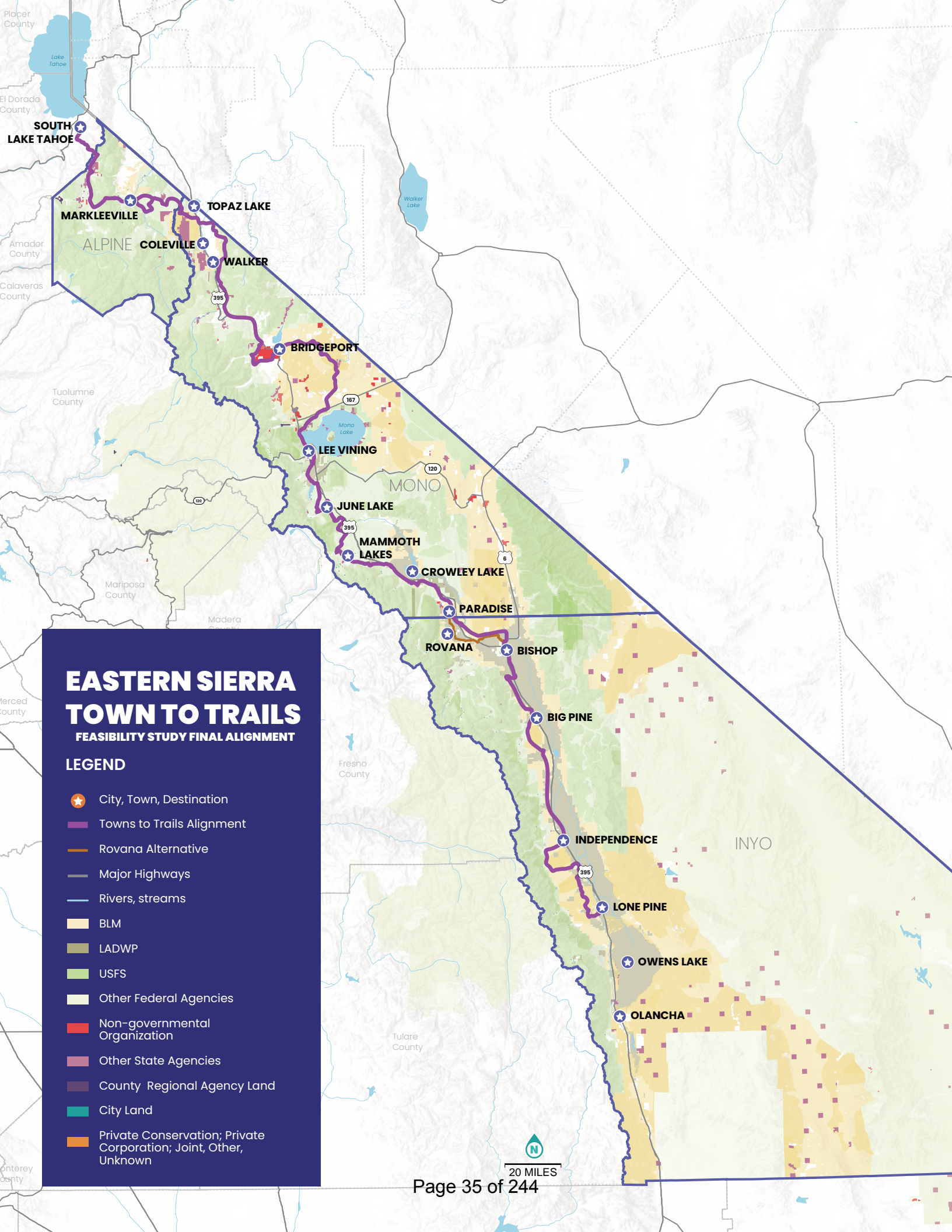
The Eastern Sierra region is characterized by dramatic landscapes, sweeping open spaces, and superb outdoor recreation opportunities made possible through the unusually high percentage of publicly owned and managed lands. The conceptual Towns to Trails alignment crosses or abuts multiple jurisdictions and lands managed by many entities, including regional tribes, the Humboldt-Toiyabe National Forest, Inyo National Forest, Bureau of Land Management, and the Los Angeles Department of Water and Power.

The data gathering work of the Towns to Trails Feasibility Study aims to leverage existing trail and soft-surface infrastructure in the region and takes advantage of existing priorities for trail connectivity already developed by federal land managers. This study has identified a potential alignment based on considerable analysis of existing infrastructure, alternatives, and public input. This effort also identified a number of gaps, questions, and next steps, all of which will need to be evaluated or answered before any implementation can occur. Specifically, the proposed alignment requires continued agency/tribal coordination, environmental analysis, and focused studies of segment gaps to realize a fully contiguous alignment.

Project Goals

This information gathering and mapping phase of the Towns to Trails project was guided by seven overarching goals:

1. Connect Eastern Sierra communities through a public-lands experience
2. Leverage existing regional partnerships
3. Establish an implementation roadmap for next steps
4. Bring economic benefit to communities
5. Enhance recreational opportunities
6. Commit to sustainable recreation
7. Identify gaps and opportunities for connectivity to existing and future networks through a public-lands experience



EASTERN SIERRA TOWN TO TRAILS

FEASIBILITY STUDY FINAL ALIGNMENT

LEGEND

- ★ City, Town, Destination
- Towns to Trails Alignment
- Rovana Alternative
- Major Highways
- Rivers, streams
- BLM
- LADWP
- USFS
- Other Federal Agencies
- Non-governmental Organization
- Other State Agencies
- County Regional Agency Land
- City Land
- Private Conservation; Private Corporation; Joint, Other, Unknown



Towns to Trails Route and Usage

The feasibility study focused on linking existing, publicly-accessible soft surface trails and roads. While the project team identified a number of gaps in the route, the goal of the study was to avoid the creation of new trails, roads, or paths to complete the Towns to Trails route. The Plan focused exclusively on utilizing existing trails and roads, such as those shown below. The plan aimed to identify a route that links a mix of soft surface infrastructure currently managed by various agencies into a single, continuous route paralleling the entire Eastern Sierra escarpment. Stakeholders identified hiking and biking as the primary focus of this project; yet, the analysis also considered roads and trails accessible for Off-Highway Vehicle (OHV) use. This route is not recommended for through OHV use because it includes sections where OHVs are not allowed, such as county-maintained roads, highways, and single-track trails.



Single Track Trail near Mammoth Lakes



Soft Surface Road - Mono County



Paved Road - Inyo County

Project Timeline

Below is an outline of the work performed for this study starting in Spring 2023 and ending Spring 2025.

- **Spring 2023 - Project Kick-off and Existing Conditions**
 - Collected corporate GIS trail and road data from land management agencies, reviewed previous planning documents, established points of contact, and prepared materials for subsequent project phases
 - Hosted agency and tribal partner kick-off meeting
 - Hosted public kick-off meeting
- **Summer 2023 - Collaborative Planning Phase 1**
 - Held meetings with agency partners
 - Created draft alignments and solicited feedback in a series of in-person community workshops utilizing large scale plotted maps, 3d imagery, and town-to-town mapbooks
 - Workshops focused on identifying backbone trails, essential destinations, key areas of avoidance, and maintaining a continuous alignment
- **Winter 2023 - Draft Alignment Refinement**
 - Reviewed and georeferenced agency/community input
 - Explored experiential and connectivity improvements
- **Spring 2024 - Collaborative Planning Phase 2**
 - Met with agency partners
 - Presented refined draft alignments and solicited feedback in a series of in-person community workshops utilizing large scale plotted maps, 3d imagery, and town-to-town mapbooks
 - Workshops focused on assessing alternatives, addressing gaps, and maintaining allowable uses
- **Summer 2024 - Draft Alignment Refinement**
 - Reviewed and georeferenced agency/community input
 - Explored experiential and connectivity improvements
- **Fall 2024 - Ground Truthing and Draft Plan**
 - Rode/hiked the entire draft alignment, verifying through-line integrity, identifying gaps, and exploring alternative alignments through an experiential lens
- **Winter/Spring 2025 - Final Plan**
 - Finalized the draft alignment, documenting underlying agency jurisdiction, allowable use, and other key attributes for further study
 - Hosted public wrap-up meeting, providing updates on the draft alignment, key opportunities and highlights near and along the proposed alignment, and recommended next steps

History of Towns to Trails

The Sustainable Recreation and Tourism Initiative - 2019 / 2022

In the spring of 2019, the Sierra Nevada Conservancy's Governing Board demonstrated a groundbreaking commitment to rural California's outdoor recreation economy and natural resources by authorizing Proposition 68 funding for the "Sustainable Recreation and Tourism Initiative (SRTI)," a project intended to benefit the Conservancy's Eastern sub-region, which includes Inyo, Mono, and Alpine Counties.

The SRTI supported the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and its goals to, "...design, plan, implement, and report on projects to improve and maintain recreational opportunities, as well as restore ecosystems to their natural resilience and functions." The SRTI comprised four tracks, or areas of focus, including: "Regional Recreation Stakeholder Engagement"; "Climate Adaptation & Resilience Assessment"; "Connection to the Eastern Sierra Visitor Audience"; and "Project Development & Prioritization for Funding."

Through unprecedented public outreach during the COVID-19 pandemic, the SRTI's "Regional Recreation Stakeholder Engagement" track identified 183 project ideas for sustainable outdoor recreation infrastructure and program investment. Reviewed by ESSRP partners and assessed against the long-term strategic pillars of the "ESSRP Prospectus for Future Investments," eight project ideas, including the Towns to Trails Plan, emerged as the final SRTI Projects recommended for future funding and implementation. The eight final SRTI projects were prioritized by the ESSRP, taking into account the feasibility of project implementation from the hundreds of ideas submitted by recreation stakeholders; the highest likelihood of funding success based on currently available funding opportunities in the Summer and Fall of 2021; expected regional benefits for the Eastern Sierra; and alignment with advancing goals for climate resilience and adaptation.

In collaboration with the Mammoth Lakes Trails and Public Access Foundation (MLTPA), the Eastern Sierra Council of Governments (ESCOG) submitted a grant application to the Sierra Nevada Conservancy in October 2021 for an "Eastern Sierra Towns to Trails Plan," which was awarded to the ESCOG in the Spring of 2022.

Sierra Nevada Conservancy, Proposition 68, and CEQA Statutorial Exemption

Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and in support of the Sierra Nevada Watershed Improvement Program.

On March 9, 2022, the Sierra Nevada Conservancy filed a Notice of Exemption (NOE) (State Clearinghouse Number 2022030262) with the State of California for the preparation of this feasibility analysis. Pursuant to the NOE, "The project is Statutorily Exempt under Section 15262, Feasibility and Planning Studies of the CEQA Guidelines. This project involves only the planning studies for possible future actions which the Sierra Nevada Conservancy has not approved, adopted, or funded. The project is also categorically exempt under CEQA Section 15306, Information Collection (Class 6) because it consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The proposed activities are for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." The Towns-to-Trails Feasibility Analysis is consistent with Project Description cited in the NOE.

Goals for Communities and Alignment Criteria

As represented in ESCOG's successful grant application to the Sierra Nevada Conservancy, goals for the proposed Towns to Trails alignment state that "Eastern Sierra communities will have identified ways to connect with one another using a combination of existing trail and soft-surface infrastructure that simultaneously enhances their connectivity to public lands, improves their quality of life and offers enriched, immersive public lands experiences for visitors." Considering these criteria, Towns to Trails does not propose any new infrastructure. Instead, the plan has focused on an alignment that

utilizes existing soft-surface infrastructure(s) and their current allowable uses while also identifying gaps in the alignment where supportive existing infrastructure may not exist. This study focused on identifying a route that connects a mix of infrastructure currently managed by various agencies into a single, continuous alignment linking the entire Eastern Sierra escarpment. The selected routes support compatible uses for hiking and biking. Although the analysis did not prioritize Off-Highway Vehicle (OHV) use, portions of the identified routes are currently legally accessible for OHV use.

Agency and Tribal Partner Roles

Key Agreements

From the onset, ground rules for collaboration between agency partners and the project team were established to ensure a shared understanding of routes, allowable uses, and management. The project team collected datasets, clarified agency requirements, and discussed involvement in subsequent public workshops. These agreements also clarified the roles of each partner and fostered a unified project identity.

Insight and Data on Potential Network Gap Closure

Agency partners contributed valuable GIS and spatial data on their existing networks, including use types and identified gaps. As the draft alignment evolved, agency partners provided critical insight into conditions, allowable uses, and potential realignments to close gaps. This information was utilized during the evaluation and prioritization of potential connections to create a cohesive, continuous alignment.

Collaborative Problem Solving

Agency partners participated in two rounds of interactive community workshops in each of the three counties, as well as individual meetings with the project team, to address and resolve potential challenges with route alternatives. These sessions ensured that insights from all partners were integrated into the decision-making process and shared with the public in a collaborative setting to determine potential alignments within the constraints afforded by each agency's jurisdiction, requirements, and knowledge of the land.

Tribal Partners

ESCOG is committed to communication and collaboration with tribal partners in the region. As part of this ongoing dialogue, ESCOG requested meetings with interested Tribes throughout the region, including the Bishop Paiute Tribe, the Lone Pine Paiute Shoshone, the Big Pine Paiute Tribe, the Fort Independence Tribe, the Mono Lake Kutzadika'a, the Utu Utu Gwaitu Paiute Tribe, , the Hung-a-lel-ti Community of the Washoe Tribe of Nevada and California, the Bridgeport Indian Colony, and the Antelope Valley Indian Community. ESCOG staff held meetings with all responding Tribal partners, including the Bishop and Fort Independence Tribes. ESCOG recommends continued communication and collaboration with all Tribal Nations as vital next steps for Towns to Trails.

Project Team	  		
	Partners		
	Local and Regional Agencies <ul style="list-style-type: none"> Alpine County City of Bishop Inyo County Mono County Town of Mammoth Lakes Eastern Sierra Transit Authority State Agencies <ul style="list-style-type: none"> California Department of Fish and Wildlife CALTRANS District 9 Sierra Nevada Conservancy 	Federal Agencies <ul style="list-style-type: none"> Bureau of Land Management National Park Service (including Death Valley, Manzanar Historic Site, Sequoia and Kings Canyon) United States Forest Service (including Humboldt-Toiyabe and Inyo) 	Tribes <ul style="list-style-type: none"> Bishop Paiute Tribe Fort Independence Tribe of Paiute Indians Property Owner/Other <ul style="list-style-type: none"> Los Angeles Department of Water and Power Southern California Edison

Study Area

The Eastern Sierra is a high-desert landscape in California that shares a common border with the state of Nevada. Composed of three California counties (Alpine, Mono, and Inyo), the region is defined by the Sierra Nevada Mountain range, the western terminus of the Northern Basin and Range. The Eastern Sierra hosts both the highest peak and lowest valley in the 48 contiguous States, as well as the oldest living thing on Earth. Annual visitor estimates range between 4 and 7 million, principally from Southern California, but from across the country and from around the world as well.

More than 90% of the region's 17,148 square miles is managed by federal government agencies, including the U.S. Forest Service, the National Park Service, and the Bureau of Land Management.

The principal owner of the region's private property, the Los Angeles Department of Water and Power, acquired more than 450 square miles of farm and ranchland in the early years of the 20th century to secure water rights for the City of Los Angeles. The remaining private property and gateway communities are dispersed across the region, home to a permanent population of about 35,000 residents. Unparalleled opportunities for outdoor recreation have compelled visitors for many generations.



Alpine County

Alpine County is the smallest and least populated county in California, nestled in the Sierra Nevada mountains with elevations exceeding 11,000 feet. Its landscapes feature alpine meadows, dense forests, and pristine lakes, making it a haven for outdoor enthusiasts. The population, under 1,200 residents, includes a significant Native American community, primarily members of the Washoe Tribe.



Mono County

Mono County is located east of the Sierra Nevada and is home to iconic landmarks including Mono Lake, Mammoth Mountain, and portions of Yosemite National Park. The Town of Mammoth Lakes (population ~7,000), the only incorporated town in Mono County, serves as a primary tourism destination for the region, particularly skiing and hiking. The county's diverse terrain includes volcanic features, high desert plains, and alpine wilderness areas.



Inyo County

Inyo County boasts dramatic geographic extremes, from Mount Whitney, the tallest peak in the contiguous U.S., to Death Valley's Badwater Basin, the lowest point in North America. The County's population is approximately 18,000, the largest town is Bishop with around 3,700 people. Known for its stark beauty, the county draws visitors to Death Valley National Park, the Owens Valley, Alabama Hills, Mount Whitney, and ancient bristlecone pine forests.

Existing Conditions

Agency Data Collection

The draft Towns to Trails alignment traverses three counties and multiple public land management agencies, each of which have different mandates, budgets, and data maintenance protocols. The project team consulted with agency staff regarding data sources and classifications, as they collected publicly available trail alignment data for subsequent efforts.

Past Planning Document Review

The project team reviewed over 35 previously prepared planning documents and maps from land management agencies within the study area to better understand and align with previous efforts. These documents highlighted agency priorities, management structures, proposed alignments, and areas under study. Relevant findings were subsequently integrated into the project team's geodatabase to inform and contextualize potential Towns to Trails alignments. See Appendix 5 for more detail.

Existing Infrastructure Analysis

The project team conducted a preliminary existing conditions analysis to gain a comprehensive understanding of the study area and establish clear parameters for the study. Major areas of investigation during this phase include:

Inventory Analysis: The team compiled and analyzed existing data on road and trail infrastructure within the study area. This dataset included details on road classifications, permitted uses, and ownership or managing agencies. Significant effort was required to standardize the data, as contributions from various jurisdictions—including the United States Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, and the three counties—were formatted differently.

Formatting the various datasets into a single combined geodatabase with regularized attributes was an essential step in the planning process as it facilitated cross jurisdictional analysis. As the project team evaluated potential alignments and explored them with Agency partners and members of the public, the unified dataset enabled the exploration of up- and down-stream connectivity of various segment configurations.

Environmental Considerations: In addition to alignment opportunities, the team gathered data related to environmental considerations, as this information will be an important part of any future implementation process. Environmental data was gathered to identify locations with sensitive or conflicting uses. Key areas to avoid were mapped, including Sage Grouse habitat, USFS Wilderness Areas, seasonal hunting zones, and California Department of Fish and Wildlife (CDFW) Natural Preserves. The team relied on existing databases for this information and did not conduct any additional analyses. These areas were juxtaposed with potential alignments and areas of interest. In addition to these sensitive areas, other environmental attributes such as slope and elevation were mapped to assess their impact on user experience and project feasibility.

Destinations and Connections: The project team collaborated with agency partners to identify key destinations and locations within the study area. These included major towns, campgrounds, and other notable sites, vistas, and experiences that could be connected via the Towns to Trails alignment. These opportunities were mapped and helped guide core north-south trail selection during initial alignment development.

Trail Network Gap Analysis: Using the compiled trail inventory, the team ran a series of trail network gap analysis tools to identify major non-contiguous trail segments across the tri-county landscape. Alignment segments were classified into contiguous batches that enabled thru-travel of at least 50 miles. While most significant gaps were in response to physical barriers such as topography and existing infrastructure, this analysis also revealed that while the region features an abundant trail and road network, identifying and maintaining a continuous north-south alignment while minimizing changes in allowable uses requires careful review and future collaboration with agency, tribal, and public partners prior to any implementation.





2

Engagement Approach

Engagement Overview

The Plan's outreach and engagement activities were an essential aspect of this effort to identify an alignment that incorporated local knowledge as a baseline for appropriate segments and destinations. These activities included soliciting feedback from stakeholders, land management agencies, tribes, and the public throughout the course of the project to ensure that project recommendations reflected community needs and desires, as well as consistency with land management plans and policies. This effort involved leveraging various resources and strategies to meaningfully engage a wide range of community members and agencies. The project team maintained a flexible approach to provide multiple paths for input across the project geography and implemented intuitive, engaging, and low-friction opportunities for community members and stakeholders to help shape the draft alignment. The team provided opportunities to provide feedback through multiple avenues and maintained open dialogue with agency partners and community members.

The planning process featured proactive and intentional community engagement, highlighted by two rounds of in-person community workshops in each county, featuring large scale plotted maps, 3D imagery, and town-to-town mapbooks. These workshops were exploratory and collaborative, with attendees and the project team marking up maps, discussing the various trade-offs of potential alignments, and highlighting areas for further study by the project team.

The project team also emailed updates and meeting invitations to a database of interested parties and maintained a website (www.townstotrails.org) which featured a project overview, meeting information, and contact/email signup links.

The following pages describe the formal meetings held with partners and the public.

Engagement Schedule



Regional Stakeholder Pre-Production Meeting

The project began with a virtual stakeholder kickoff and coordination meeting on April 10th, 2023. Regional land managers, tribes, and landowners were invited and 28 representatives attended. This meeting defined the process by which this study would be conducted, set clear project goals, and ensured that all agency partners were aligned in their understanding of the initiative before moving it forward to the public. During this meeting, key agreements were discussed, and main points of contact for each stakeholder were established. The project team also discussed progress on data collection and mapping efforts, and clarified technical considerations related to merging various Agency's datasets. Stakeholders in attendance agreed to be involved in every subsequent phase of the project.

Meeting Date

- April 10, 2023 (virtual)

Discussion Topics

- What are your biggest concerns about this process?
- What are the most significant opportunities for your organization?
- What are you willing and able to do to ensure the success of this plan?

Key Takeaways

- Agencies require sufficient resources to engage meaningfully in the project; subsequent planning efforts should provide funding for agency involvement
- Special consideration must be given to avoid protected areas
- Any new alignments near protected areas will likely require environmental analysis and documentation (i.e. NEPA).
- Planning should include provisions to ensure access to designated campgrounds and other existing amenities along the route
- Inyo County segments will have particular maintenance and access considerations with Los Angeles Department of Water and Power
- Agencies are particularly mindful of securing funding for ongoing maintenance, and the probable need for a long-term partner (such as a "friends of" group) to support maintenance needs

Agency Stakeholders Kick-Off Meetings

Following the virtual stakeholder kick-off, a series of meetings held with agency partners with jurisdiction in Alpine, Mono, and Inyo Counties. These meetings provided an opportunity to coordinate between agencies and the project team, and prepare/promote the forthcoming collaborative planning meetings with the public. County stakeholder meetings focused on identifying big-picture opportunities and challenges, and identifying rough-alignments/avoidance areas for later review.

Meetings Dates

- June 12, 2023: Mono County Stakeholder Kickoff (in person)
- June 14, 2023: Inyo County Stakeholder Kickoff (in person)
- June 22, 2023: Alpine County Stakeholder Kickoff (virtual)

Discussion Topics

- Study area, history, goals, and process
- Big picture coordination, questions, and concerns
- Easy wins, known trail gaps, no-go trails/areas, priority trails/projects

Key Takeaways

General

- A continuous north-south alignment featuring a consistent list of allowable uses may not be feasible
- Avoid alignments in wilderness areas, and near cultural resources
- Be particularly careful when reviewing alignments to avoid linking motorized routes to non-motorized areas
- User-created trails should be treated cautiously; each agency/area has particular concerns and needs
- Agencies have limited budgets and bandwidth; identify opportunities to support agency goals/directives via this plan

Alpine County

- The majority of discussions focused on a non-motorized trail.
- Some members of the public may want to bring forward a motorized trail.
- Explore opportunities to connect the Humboldt-Toiyabe NF to Tahoe/Hope Basin
- Wintertime access and alignments must also be considered

Mono County

- Many avoidance areas throughout region; coordinate with agencies to explore potential alignments
- Consider camping implications associated with potential alignments, i.e. increased dispersed camping near water sources
- There is a lot of demand for/are many user-generated single-track trails for motorized uses; user conflicts must be anticipated
- Motorized trails may be easier to fund - industry and state programs exist

Inyo County

- User-created trails surround many communities, often making direct connections to public lands
- There are many communities on the east side of the valley that want more tourism; consider their needs
- LADWP land/roads represents a significant portion of the study area in Inyo County; consider how alignments can meet their requirements
- Many single-track trails have been illegally converted into double-tracks via OHV usage

Public Kick-off Meeting

Following the agency kick-off meetings, a public kick-off meeting was held virtually to accommodate participants from all three counties. Forty two people tuned in to the event. The public-facing regional stakeholder meeting focused on sharing project history and goals, and underscored the need and desire for community input during forthcoming collaborative planning phases.

The kick-off session included an introduction and project overview, a review of previous work completed, and a discussion of the initial vision and goals presented by the project partners. Additionally, the meeting provided an overview of how the public could get involved, highlighted resources available on the project website, and presented the project timeline. The session concluded with an open discussion and a question-and-answer segment.

Meeting Date

- June 29, 2023: Regional Public Kickoff (virtual)

Discussion Topics

- Study area, history, goals, and process
- Base mapping progress and trail tiering
- Trail and network gap analysis
- Timeline and how to get involved
- Questions and comments

Key Takeaways

- Alignments should not drop off at the community boundaries; identify clear, safe connections to logical destinations
- East-west connections are just as important as a north-south alignment
- Explore opportunities to partner with local and national non-profits, which could help secure funding, and assist with trail maintenance/stewardship
- Attendees expressed excitement to begin the collaborative planning phase

Phase 1: Collaborative Planning

Public Workshops

Following the collection of existing trail and soft surface infrastructure alignment data, analyzing connectivity opportunities, and the development of four “straw” alignments (explored in more detail in Chapter 4), the project team held its first round of in-person workshops with agency stakeholders and the public.

These interactive workshops began with a brief introduction to the project, an overview of the work completed to date, and an explanation of the methodology used. Participants were then invited to provide detailed feedback on route alternatives by marking up and commenting on detailed map books, which showcased a variety of alternative routes across the entire study area. Community members were enthusiastic to share their perspectives and contribute to a project borne out of the SRTI process, which many of them had participated in. Over 400 individual notes/alignment annotations were collected during these workshops, which were catalogued and referenced by the project team to further refine the draft alignment.

Workshop Dates

- September 11, 2023: Inyo County Stakeholder Workshop (in person)
- September 13, 2023: Alpine County Stakeholder Workshop (in person)
- September 14, 2023: Mono County Stakeholder Workshop (in person)

Discussion Topics

- Project study area, history, goals, and process
- Trail and soft surface network inventory and network gap analysis
- “Least Cost Path” straw alignments
- Alignment evaluation, gap closures, and destinations to connect

Key Takeaways

The participants annotated a mapbook series spanning the entire project area at a scale that could be legible and enabled community members to share their local knowledge. Following the workshops, public comments were geographically referenced and considered by the project team when evaluating up- and down-stream implications on existing trail and soft surface infrastructure/allowable use contiguity. The culmination of this effort was progression from the four straw alignments developed to serve as starting points to elicit responses into a single draft alignment accompanied by a series of alternates and gaps for continued exploration. Segmented summaries highlighting feedback received and identifying a modified draft alignment accompanied by alternatives/connections are provided in the appendix.



Residents reviewing and discussing the mapbooks with project staff.

Phase 2: Collaborative Planning

Public Workshops

Following the alignment refinement based on input received during the Phase 1 collaborative planning meetings and workshops, the project team prepared updated draft alignment materials, showcasing revised draft alignments, trail and other soft surface infrastructure types and motorized/non-motorized segments. In addition to a digital model of the draft alignment to investigate potential alignments and connections with community members, the project team plotted over 20 large-scale maps of the study area, facilitating close review and comment on potential trail segments, and spurring discussions about in-town connections.

Workshop Dates

- June 11, 2024: Alpine County Stakeholder Workshop (in person)
- June 12, 2024: Mono County Stakeholder Workshop (in person)
- June 13, 2024: Inyo County Stakeholder Workshop (in person)

Discussion Topics

- Project study area, history, goals, and process
- Phase 1 alignment comments received, and updated alignment overview
- Interactive alignment evaluation, gap closures, and identification of desired destinations
- In-town routing, trailheads, and connections
- Use-specific and/or more difficult alternative alignments
- Network and allowable use gaps

Key Takeaways

During this phase of the planning process, project team and community members collaboratively annotated maps, and discussed how various segments could be integrated into a cohesive whole. Options for some alignment segments were presented as either a Base Alignment (Green), Alternative Route (Blue), Challenge Route (Black). Other linework highlighted: Highways (Yellow), Spurs that could connect to campgrounds or other destinations (Orange), Identified Gaps in infrastructure (Pink), and rail-to-trail (Brown). Agency partners attended these workshops to help clarify regulations related to access and allowable uses, and discuss next steps related to identifying a final alignment. Segmented summaries highlighting feedback received and identifying an updated draft alignment accompanied by alternatives/connections are provided in Appendix 2.

Agency Meetings

Concurrent to these public meetings, the project team met in person and virtually with Land Management Agency staff and leadership to discuss progress, challenges, and share feedback received to date from constituents.

Meeting Dates

- March 28, 2024: Alpine Trails Association
- May 15, 2024: Inyo National Forest
- May 17, 2024: Bureau of Land Management
- April 30, 2024: CALTRANS (emailed comments)

Key Takeaways

- Underscore that any new trails or connective infrastructure would require extensive review
- Reinforce need to maintain and communicate allowable uses on existing segments
- Identify remaining challenge/opportunity areas for ongoing agency coordination
- Pursue funding for agency staff to facilitate ongoing collaboration and study

Additional Feedback

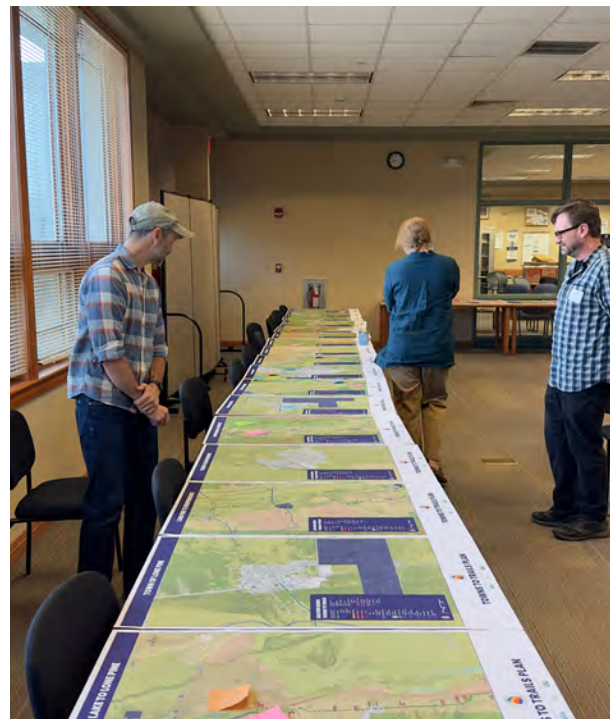
Additional Agency Meetings

The project team continued to correspond with land management agencies within the study area to discuss needs, opportunities, and concerns for continued Towns to Trails planning efforts.

- January 10, 2025: Mono County/June Lake Area
- January 10, 2025: Bishop & Inyo County
- January 14, 2025: Manzanar National Historic Site
- January 15, 2025: Alpine County
- January 15, 2025: Town of Mammoth Lakes
- January 17, 2025: California Department of Fish & Wildlife
- January 30, 2025: Mono Lake Kootzaduka’a Tribe (comments received via email)
- February 7, 2025: Sierra Club (comments received via email)
- February 12, 2025: Sierra Nevada Aquatic Research Laboratory



Project staff presenting to community members in Mono County.



Agency staff preparing for public meeting in Inyo County

- February 12, 2025: Mono Basin
- February 2025: Humboldt-Toiyabe Nation Forest/Bridgeport Ranger District (canceled due to staff layoffs)

California Department of Fish and Wildlife

Slinkard Valley

- Please see the CDFW regulations applying to Slinkard Valley. In particular, please note the regulations pertaining to bicycle use:
 - *Bicycles and bike riding are prohibited on department lands except where authorized and designated in subsection 551(j), Section 552, and subsection 630(g) of these regulations.*
 - *On department lands where trails or roads have been designated for bicycles, no visitor shall ride, operate, leave, or park a bicycle except on those designated areas.*

Mono County

Town of Mammoth Lakes

- There is a future bike path proposed on Minaret Road
- Sherwin Area Recreation Plan (SHARP) project should be included by reference in document

Crowley Lake

- Coordinate with staff to make sure it is consistent with their CSA 1 alignment

June Lake

- Supervisor McFarland made a request to illustrate motorized vs non- motorized segments in final alignment.
- Supervisor McFarland confirmed the concerns from the community relate to increased OHV use in the village and asked that the plan emphasizes the proposed route does not encourage or expand allowable uses.

National Parks Service

Manzanar National Historic Site

- Consider Manzanar's sensitive history and respectful use practices related to the cemetery adjacent to the route.
- Consider rerouting away from sensitive areas.
- Explore temporary pilot projects before its made permanent

Inyo County

- Inyo County would like to see a multi-use route from Lone Pine to Diaz Lake
- Inyo County is working on a Phase 2 for Active Transportation Plan for Lone Pine's Downtown

Additional Community Feedback

Following the conclusion of Collaborative Planning Phase 2, community stakeholders continued to share notes and considerations related to the draft alignment. These items were evaluated and referenced in tandem with ground truthing efforts by the project team.

Final Public Meeting

At the conclusion of the planning process described above, the project team presented the final draft Towns to Trails alignment to 50 attendees, providing a segment-by-segment overview of the potential trail, areas for further study, and agency needs/processes required for continued exploration of a final Towns to Trails alignment.

Meetings Date

- March 27, 2025: Towns to Trails Final Draft Alignment (virtual)

Discussion Topics

- Study area, history, goals, and process
- Alternatives analysis
- Ground truthing
- Final draft alignment
- Next steps and how to stay involved
- Questions and comments

Eastern Sierra Towns to Trails Plan

Vision

The Eastern Sierra Towns to Trails Plan will **identify a backbone trail, following existing infrastructure and uses, that will connect Eastern Sierra communities, public lands, and destinations south and north.**

The project parallels the Eastern Sierra escarpment (west of Highway 395), from northern Alpine County, through Mono County, and on into southern Inyo County, over approximately 300 miles.

THE EASTERN SIERRA REGION

ALPINE COUNTY

MONO COUNTY

INYO COUNTY

REGION

0 25 50 100 Miles

Slide from the Final Community Meeting Presentation.

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3 Alignment Identification Methodology

Alternatives Analysis

The project team conducted an extensive quantitative and qualitative analysis to develop and refine draft alignments. The process included mapping, community input, and on-the-ground exploration in order to finalize a route that is accessible, existing, and enjoyable. All existing soft surface infrastructure and trails in the study area that were available through existing datasets were aggregated and evaluated by the project team utilizing the process described below to determine potential contributions to the overall Towns to Trails alignment.

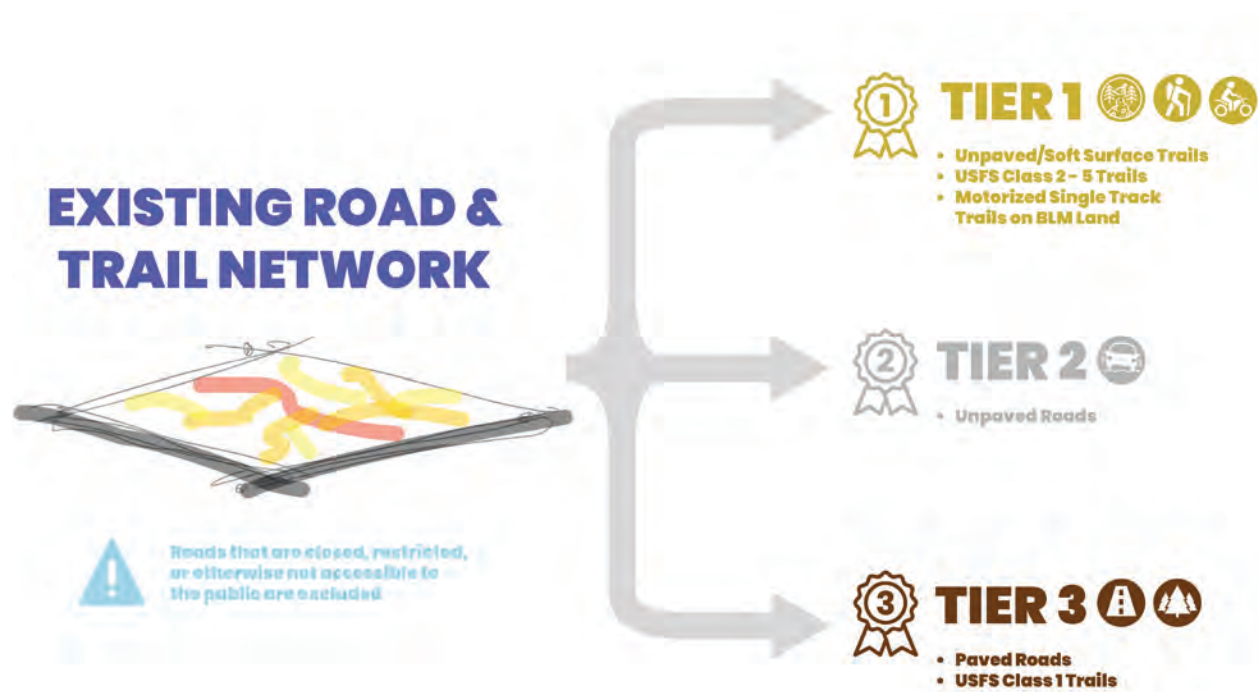
Ranking System

The analysis began by categorizing soft surface roads and trails into three tiers, representing a preliminary prioritization based on safety, navigability, and the ability to provide a meaningful experience with the natural beauty of the Eastern Sierra. Tier 1 represented the most favorable routes, while Tier 3 represented the least.

- **Tier 1** included trails designated for hiking, biking, or single-track OHV use. These trails were typically unpaved and soft-surface.
- **Tier 2** consisted of existing unpaved, soft surface roads.
- **Tier 3** encompassed paved roads or minimally developed USFS Class 1 trails, which were often poorly defined and obstructed by various obstacles.

Data Aggregation and Gap Analysis

After completing the tiered ranking, the project team aggregated all layers and trails onto a map to visually analyze gaps in the system. This analysis focused on determining whether there were sufficient Tier 1 and Tier 2 connections throughout the region. The team identified gaps in the network, which were primarily caused by significant geographic obstacles or gaps in the existing soft surface infrastructure.





Tier 1 trail example



Tier 2 example



Tier 3 example

Least Cost Path Analysis

Following these data aggregation and gap analysis efforts, the project team used digital mapping tools to analyze important features of the area that could impact the project, such as trails, soft surface infrastructure, paved roads, slopes, and environmentally sensitive areas. They focused on seven key factors tied to the project's goals of improving connectivity, promoting sustainability, and enhancing user experience. For each factor, areas were assigned scores on a scale of 1 to 10, reflecting how well they aligned with project goals.

Recreation areas, such as campgrounds, were given a two-mile buffer, and areas closer to these amenities were assigned lower scores to prevent overcrowding. Steeper slopes received higher scores since they are harder to navigate, while flatter areas were given lower scores. Federal and state highways were buffered by ¼ mile, and areas near highways were assigned higher scores to avoid interference with existing soft surface infrastructure. Critical habitats, like those of the threatened greater sage-grouse, as well as federally designated Wilderness Areas, were identified and given higher scores to minimize environmental disruption.

This mapping process created a clear visual representation of the landscape, highlighting where the alignment would be most feasible and should be avoided. The approach helped prioritize decisions based on safety, user experience, and environmental considerations, ensuring the project met its goals effectively.

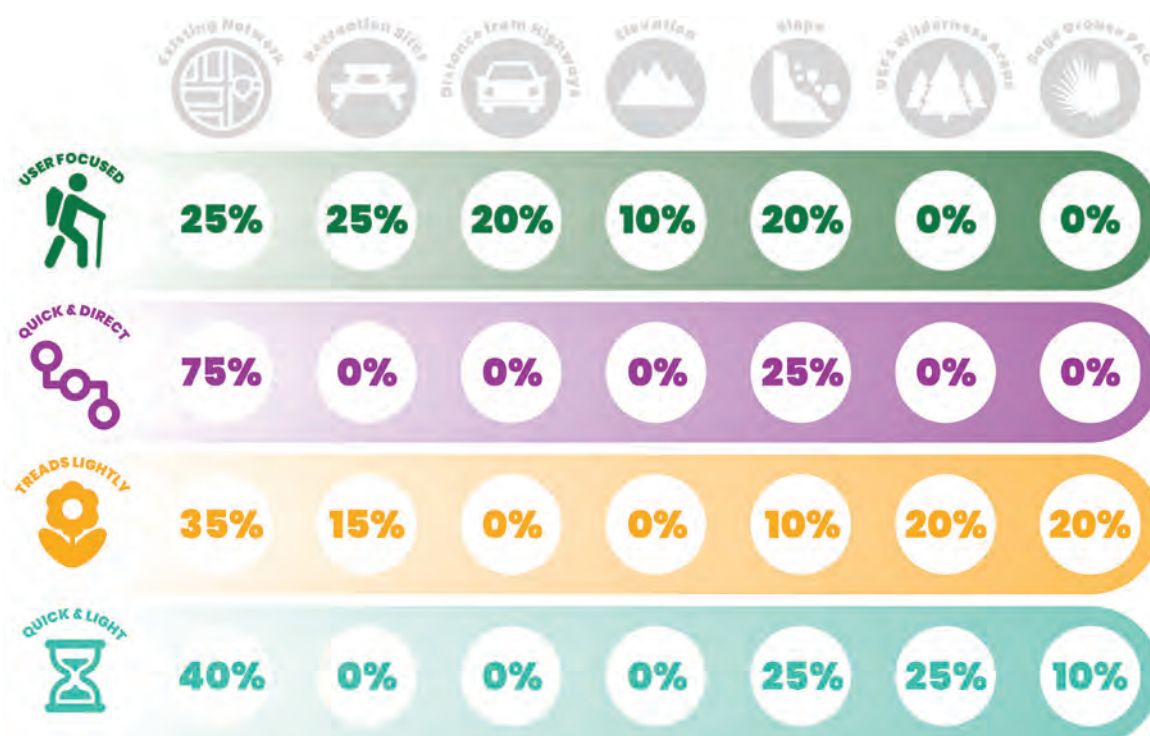


Experience Weighting

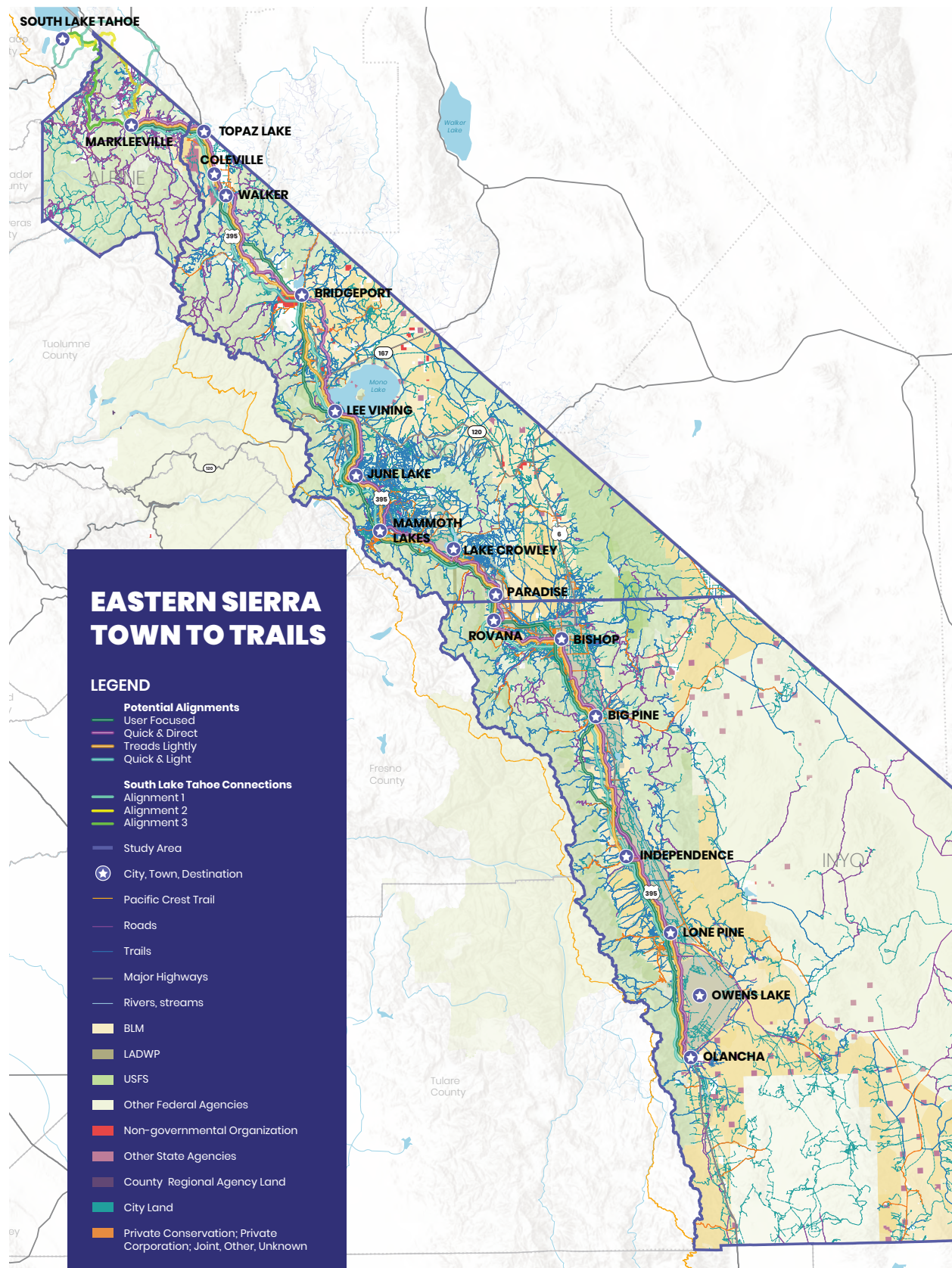
The project team developed weighting scores based on a range of public and partner feedback. They used different weighting strategies to combine the mapped factors into four unique “cost surfaces,” each reflecting a different set of project priorities. For example, the “user-focused” cost surface emphasized factors like being close to amenities and staying away from highways, while the “treads lightly” cost surface prioritized protecting sage-grouse habitats, avoiding steep slopes, and minimizing impact on areas without existing roads.

Four “straw” alignment alternatives were developed using the least cost path analysis based on different weighting alternatives. The variables were given different weights in each prioritization matrix in order to generate alternative routes which functioned as conversation pieces for engagement and outreach. The four alignment characteristics were:

- **User Focused:** Placed a high priority on connections to recreation sites and provides major separation from existing highways where possible. This alignment placed less emphasis on following the existing network of soft surface roads and trails and staying out of USFS Wilderness and protected Sage Grouse habitat.
- **Quick & Direct:** Largely prioritized routes that follow the existing network and avoids steep slopes.
- **Treads Lightly:** This alignment was similar in weighting to the User Focused alignment but deprioritized following the existing network and connecting to recreation sites in order to give more priority to routes that stay out of USFS Wilderness and protected Sage Grouse habitat.
- **Quick & Light:** This alignment had a high priority for routes that follow the existing network, maintain fewer steep slopes, and avoided USFS Wilderness and protected Sage Grouse habitat.

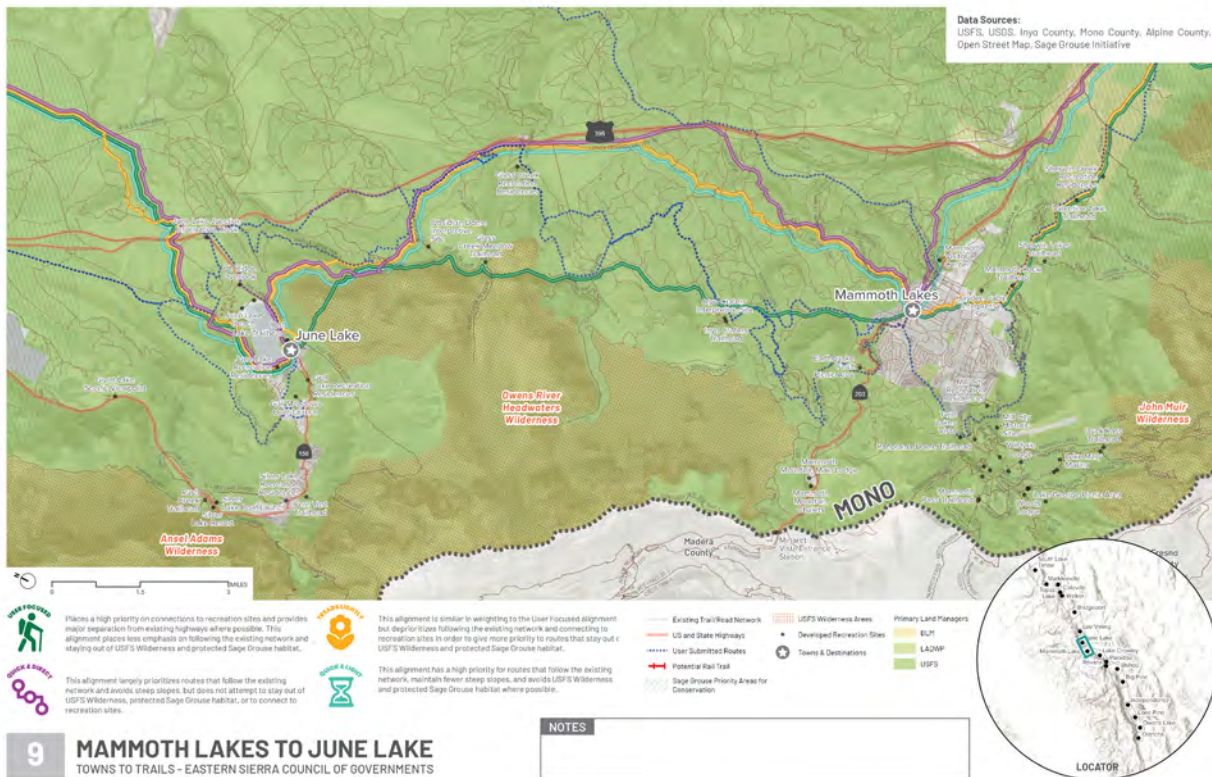


Map of all Regional Trails, Roads, and Least Cost Path Alignments



Route Alternative Evaluation and Public Input

The least cost path analysis alternatives were brought to the agency partners, stakeholders, and public for input as described in Chapter 2. Participants also shared alternative trail segments/alignments from those identified utilizing the least cost path analysis based on local knowledge and experience. These paths were verified, investigated, and modified by the team. Valuable feedback was gathered from this process which guided the project team to scenic, feasible potential alignment using existing regional infrastructure.



Example of map book reviewed by community members and stakeholders during Phase 1 Collaborative Planning.

Feedback Integration and Additional Public Input

Following the processing and analysis of the feedback from the initial alternative exploration, the project team refined the alignment for another round of conversations during the second phase of collaborative workshops. Route modifications resulting from Phase 2 included deciding between parallel alignments offering different experiences and up- and down-stream connectivity opportunities, alternative alignments, destination spurs, network gaps, challenge routes, and more.



Slinkard Valley

Ground Truthing

Following the conclusion of the Phase 2 workshops and subsequent data processing/alignment adjustments, project team members set out to ground truth the entire alignment using a permissible use - bicycles - to assess feasibility, connectivity and quality of experience. Over the course of 6 days, the team covered nearly 400 miles. This process validated the majority of the proposed draft alignment but also revealed unforeseen obstacles and gaps, which were spatially noted and documented for further analysis. The findings from this effort were brought back to the team and became the foundation for the final draft alignment.

The ground truthing team established a “zero mile” in South Lake Tahoe and traversed the entire proposed alignment as well as potential alternatives. For the purposes of ground truthing, the draft alignment was split into 13 sections, with the entire venture – from South Lake Tahoe to Lone Pine – including approximately 327 miles. For a detailed description of the groundtruthing see appendix 3.

Opportunities/Findings

- The route offered a range of trail experiences including single track & dirt roads that served both biking and hiking well.
- Good inclusion of towns and communities along the route, with plentiful opportunities for sustainable tourism.
- Resources, such as food, water, camping, and hotels, were accessible regularly along the route.
- No negative interactions with Land Managers (Slinkard, USFS, CASP, etc) during the route scouting period.
- Continuous narratives across route (historical, geology, ecology) were present, providing a further purpose (education and connection) to the route beyond recreation.
- Easily split into “segments” which could be ridden in shorter trips, which may be more feasible for regular users.

Challenges/Areas for Further Study

- Several areas with difficult route finding due to lack of maintenance or signage
- Several spots near or on major roads and highways due to lack of infrastructure or exclusion by land manager regulations
- Some roads shown on maps no longer exist, likely a result of modern cartography and open use maps. This reinforces the need to groundtruth future studies.



Big Spring Rd. between Markleeville and Topaz



Cottonwood Canyon Rd. south of Bodie



Rock Creek Trail south of Crowley Lake



Soft surface roads north of June Lake



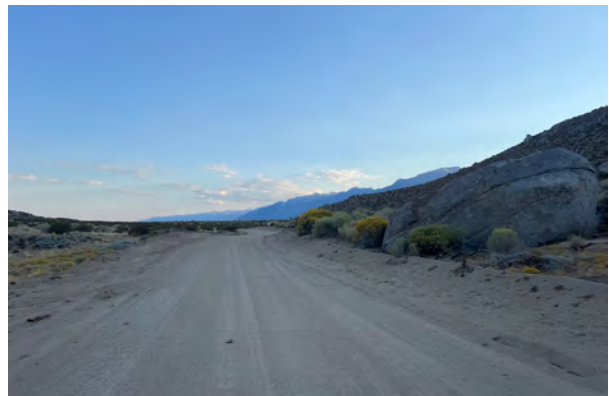
Soft surface roads south of Bishop



Soft Surface Road to Reversed Peak



BLM road south of Big Pine



McMurray Meadows Rd. south of Lone Pine





4

Final Alignment

Image: Mono County

Final Alignment

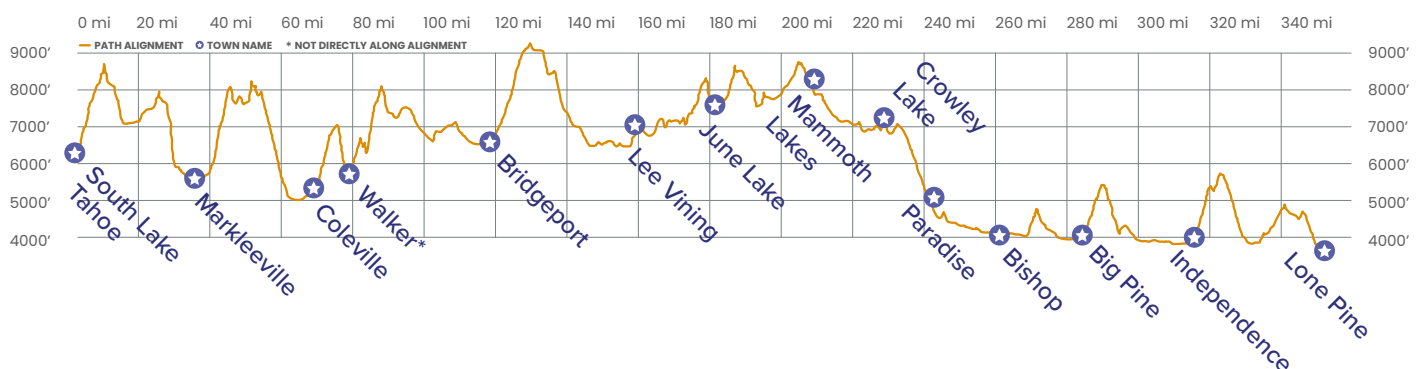
Overview

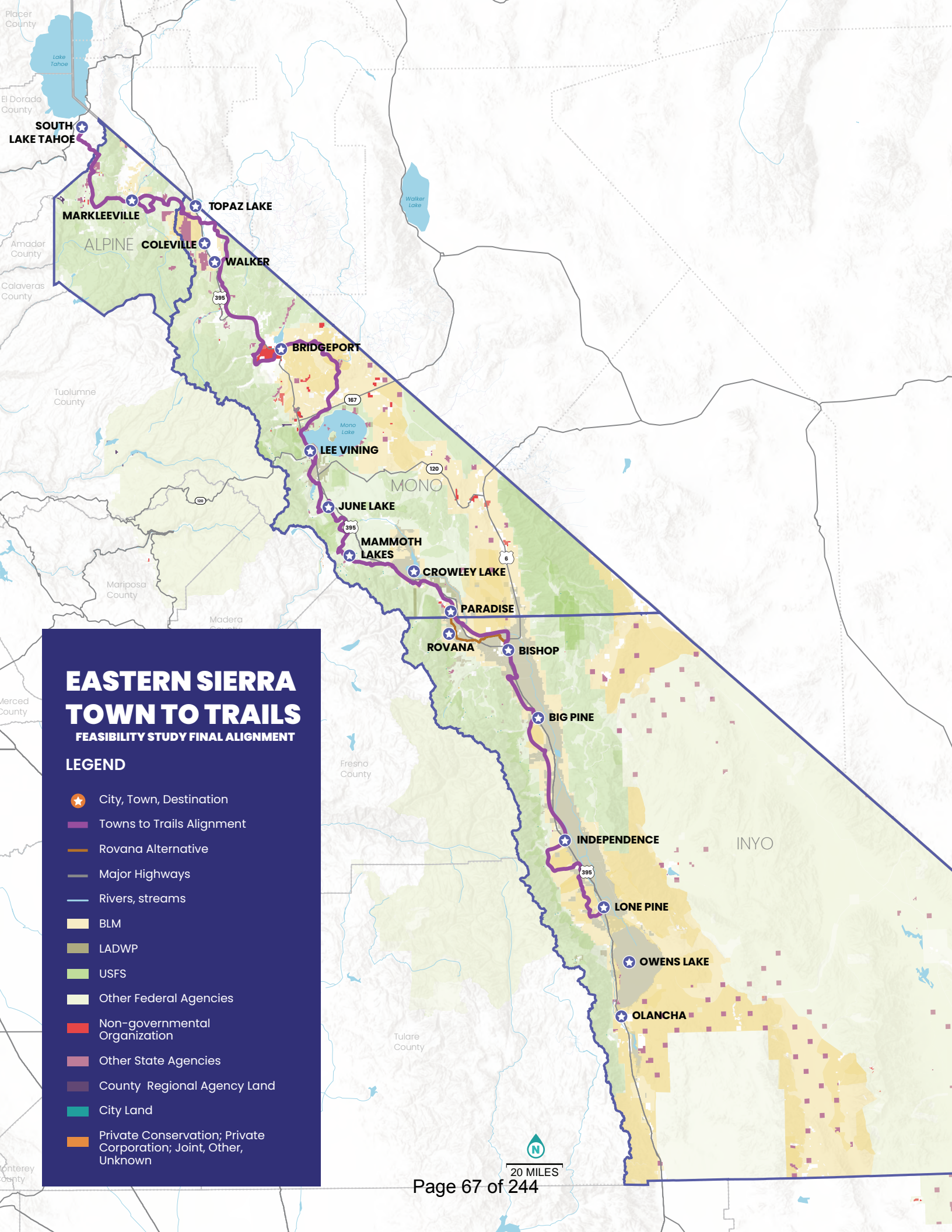
The final Towns to Trails alignment, spanning over 350 miles and featuring thousands of vertical feet of varying elevation, provides opportunities for outdoor recreation access and experiences unique to the Eastern Sierra landscape by utilizing existing infrastructure and their designated uses. End users will need to consult the relevant land management agencies regarding allowable uses for any given segment of the proposed alignment.

Traveling southbound from South Lake Tahoe to Lone Pine, the route begins with scenic, well-maintained single track that connects to soft surface roads. Dropping down from the Sierra Crest at Monitor Pass, the route transitions to historic dirt roads that encourage deeper understanding and appreciation for the Sierra. The route’s integration in northern Mono County with local communities and small towns provides convenient opportunities to support local jobs and businesses through restaurants, lodging, entertainment, and events. South of Bridgeport, the route passes through historic Bodie State Park, the eastern entrance to Yosemite National Park in Lee Vining, and the renowned winter and summer sports destination of Mammoth Lakes. Crossing into Inyo County, the route opens up to provide firsthand connections to the LA Aqueduct and the significant infrastructure that channels vital water resources from the Eastern Sierra to the City of Los Angeles. The vibrant and historic City of Bishop serves as a municipal gateway to the Owens Valley, the deepest valley in the United States, and the countless geologic and historic points of interest that lie in the valley of little rain, including volcanic landscapes and the Manzanar National Historic site. The scenic and historic communities of Big Pine, Independence, and Lone Pine offer additional opportunities to support local jobs and businesses through restaurants, lodging, entertainment, and events as the route concludes in Lone Pine, providing access to Mt. Whitney, the highest peak in the contiguous United States.

The final alignment produced from the Towns to Trails feasibility analysis has identified opportunities for continuous non-motorized through-travel throughout the entire Eastern Sierra region and limitless opportunities for on-the-ground interpretive experiences. Implementation efforts will be able to present countless opportunities to provide visitors from around the world who already travel to the Eastern Sierra with ways to enhance their understanding, appreciation, and investment in the unique natural landscapes of the Eastern Sierra through firsthand, on-the-ground, sustainable outdoor recreation experiences.

Final Alignment Elevation Profile





EASTERN SIERRA TOWN TO TRAILS

FEASIBILITY STUDY FINAL ALIGNMENT

LEGEND

- ★ City, Town, Destination
- Towns to Trails Alignment
- Rovana Alternative
- Major Highways
- Rivers, streams
- BLM
- LADWP
- USFS
- Other Federal Agencies
- Non-governmental Organization
- Other State Agencies
- County Regional Agency Land
- City Land
- Private Conservation; Private Corporation; Joint, Other, Unknown

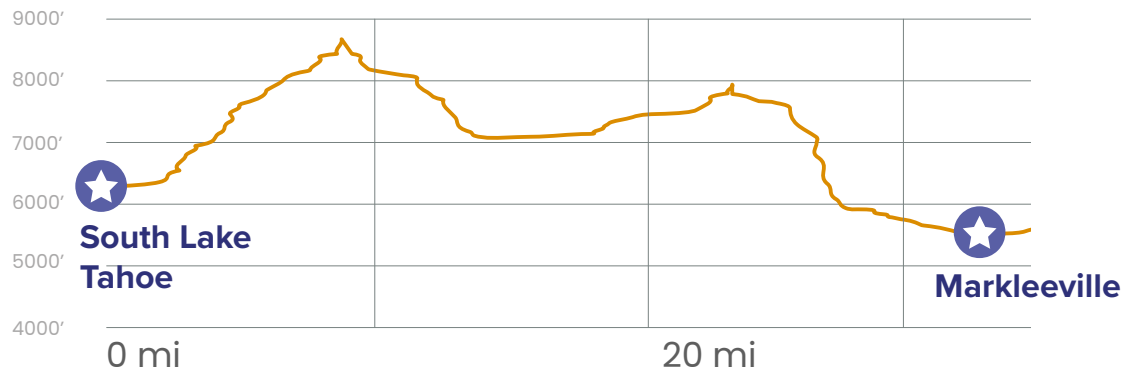


Charity Valley Trail

South Lake Tahoe to Markleeville

The northernmost segment of the route begins/ends in South Lake Tahoe, where local trails such as Railroad Grade, Columbine, and Powerline traverse above town until connecting with Armstrong Pass Trail, which climbs up to the crest of the Sierra Nevada at a confluence with the Tahoe Rim Trail. From here, the route begins descending towards the southeast, taking HorseMeadows trail and lower fire roads to a connection with Highways 89 and 88 at the West Fork of the Carson River. From here, the California Trail is followed into Hope Valley, from which dirt OHV roads parallel to Blue Lakes Road are taken to the Charity Valley Trail, which descends into Grover Hot Springs State Park. State Park trails are used to connect onto Hot Springs Road, which leads directly into downtown Markleeville.

Elevation Profile



Map Legend

Alignment

- Final Alignment*
- Alignment on HWY 395
- Gap Areas

Alignment Surface Type

- Trail
- Double Track
- Unpaved Roads
- Paved Roads

Destinations

- Cities and Towns
- Campgrounds

- Developed Recreation Sites
- Important Connections

Land Managers

- BLM
- LADWP
- USFS
- Other Federal Agency
- Non-Gov Organization
- Other State Agency
- County / Reg Agency
- City Land
- County Boundaries

Protected Lands

- USFS Wilderness Areas
- Sage Grouse Habitat Areas
- BLM Wilderness Study Areas
- BLM Areas of Critical Environmental Concern

Water Bodies


- Lakes and Reservoirs
- Streams, Rivers, and Canals

*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.



LAKE TAHOE

NEVADA BEACH
CAMPGROUND

 **SOUTH LAKE
TAHOE**

ALPINE

BLM

NEVADA

USFS

89

HUNG-A-LEL-TI

 **CARSON RIVER
HOT SPRINGS**

BLM

INDIAN CREEK
CAMPGROUND

USFS

EL DORADO

KIT CARSON
CAMPGROUND

HOPE VALLEY
RESORT
CAMPGROUND

CRYSTAL
SPRINGS
CAMPGROUND

WOODFORDS

89

88

HOPE VALLEY
CAMPGROUND


USFS

TURTLE ROCK
PARK CAMPGROUND
AND COMMUNITY CENTER

MARKLEEVILLE
CAMPGROUND

GROVER HOT SPRINGS
SP CAMPGROUND

 **MARKLEEVILLE**

 **CARSON RIVER
HOT SPRINGS**

USFS

CENTERVILLE FLAT
CAMPGROUND

KIRKWOOD LAKE
CAMPGROUND

CAPLES LAKE
CAMPGROUND

CAPLES
LAKE

WOODS LAKE
CAMPGROUND

USFS

MOKEUMNE
WILDERNESS



0 2 4 MILES

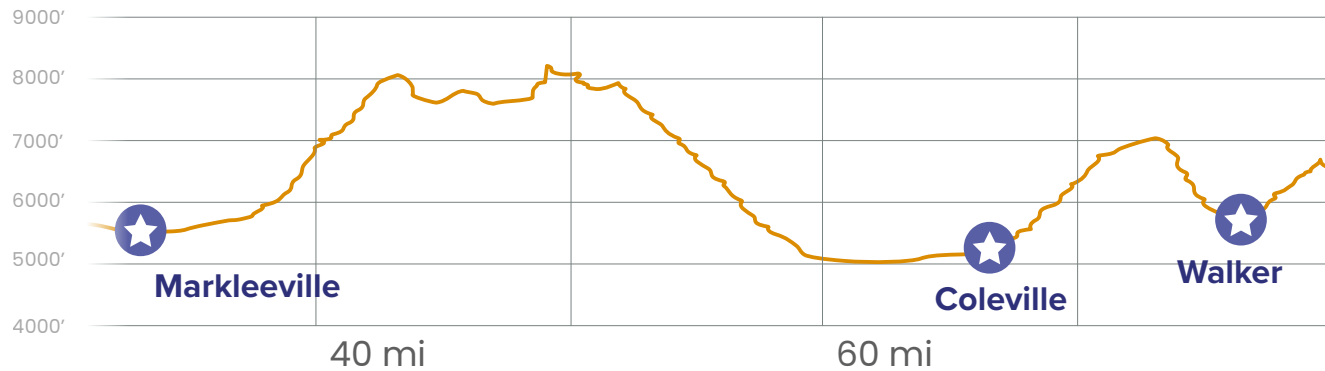


Big Spring Rd.

Markleeville to Walker

From downtown Markleeville, the route continues on HWY 89 until intersecting with Morning Star Road, a dirt OHV path that snakes up towards Monitor Pass via a connection with Leviathan Creek Road (dirt OHV). Once back on HWY 89 post Monitor Pass, several paved switchbacks are taken down to the T in the road with HWY 395. A short section of HWY 395 is ridden south and then crossed in order to get on agricultural roads that traverse east across the Walker Valley. At the eastern end of the Valley where topography begins to rise, Blackwell Canyon OHV route is taken to the south, connecting with Burcham Flat Road just to the east of the town of Walker.

Elevation Profile



Map Legend

Alignment

- Final Alignment*
- Alignment on HWY 395
- Gap Areas

Alignment Surface Type

- Trail
- Double Track
- Unpaved Roads
- Paved Roads

Destinations

- Cities and Towns
- Campgrounds

- Developed Recreation Sites
- Important Connections

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- LADWP
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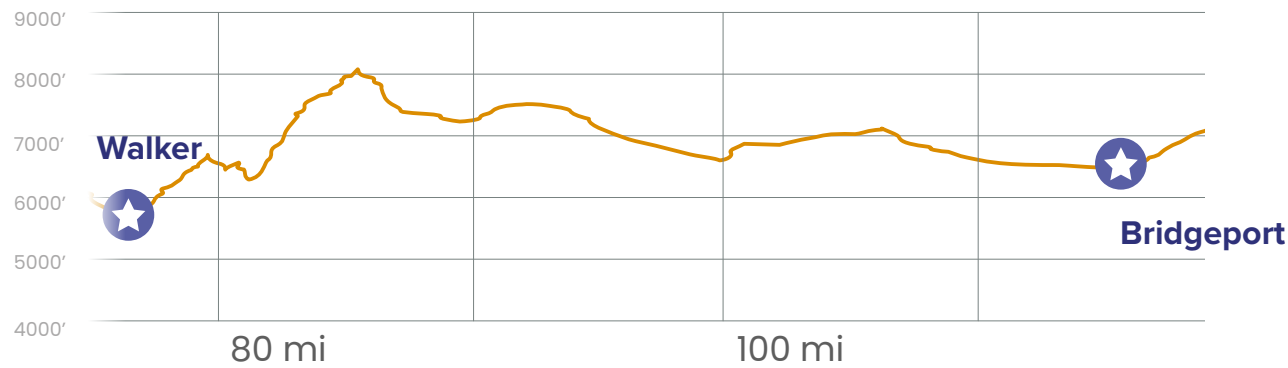


View from Gaging Station Trail of alignment on Buckeye Robinson Creek Rd.

Walker to Bridgeport

Burcham Flat Road is taken south, paralleling HWY 395 along the Walker River until connecting with HWY 395 at Little Long Valley. From here through Devil’s Gate Pass the route follows HWY 395 until a juncture with Buckeye Road (FS 32017), which directs travelers south along dirt OHV route to a connection with Twin Lakes Road, which is a paved local road that connects into downtown Bridgeport.

Elevation Profile



Map Legend

<p>Alignment</p> <ul style="list-style-type: none"> Final Alignment* Alignment on HWY 395 Gap Areas <p>Alignment Surface Type</p> <ul style="list-style-type: none"> Trail Double Track Unpaved Roads Paved Roads <p>Destinations</p> <ul style="list-style-type: none"> Cities and Towns Campgrounds 	<ul style="list-style-type: none"> Developed Recreation Sites Important Connections <p>Land Managers</p> <ul style="list-style-type: none"> BLM LADWP USFS Other Federal Agency Non-Gov Organization Other State Agency County / Reg Agency City Land County Boundaries 	<p>Protected Lands</p> <ul style="list-style-type: none"> USFS Wilderness Areas Sage Grouse Habitat Areas BLM Wilderness Study Areas BLM Areas of Critical Environmental Concern <p>Water Bodies</p> <ul style="list-style-type: none"> Lakes and Reservoirs Streams, Rivers, and Canals <p><small>*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.</small></p>
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★ **COLEVILLE**

★ **WALKER**

BLM

Carson-Iceberg
Wilderness

MILL CANYON

BOOTLEG
CAMPGROUND

CHRIS FLAT
CAMPGROUND

SONORA BRIDGE
CAMPGROUND

LEAVITT MEADOWS
CAMPGROUND

USFS

OBSIDIAN
CAMPGROUND

Hoover
Wilderness

USFS

BUCKEYE
CAMPGROUND

BUCKEYE HOT SPRINGS AND
DISPERSED CAMPING ALONG
BUCKEYE ROBINSON CREEK RD

HONEYMOON
CAMPGROUND

LOWER CAMPGROUND
PAHA CAMPGROUND

CRAGS GROUP
CAMPGROUND

★ **BUCKEYE HOT SPRINGS AND
DISPERSED CAMPING ALONG
BUCKEYE ROBINSON CREEK RD**

ROBINSON CREEK
CAMPGROUND

★ **BRIDGEPORT**

Travertine
Hot Springs

**BODIE MOUNTAIN
WILDERNESS
STUDY AREA**

BLM

182

395

USFS

BLM

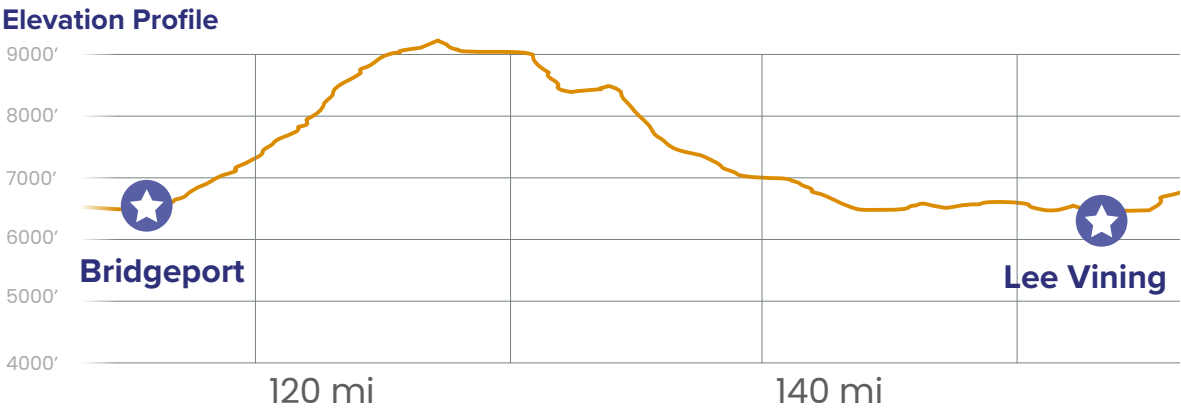
★ **UPPER SUMMERS
MEADOWS**



Approaching Bodie on Bodie Masonic Rd.

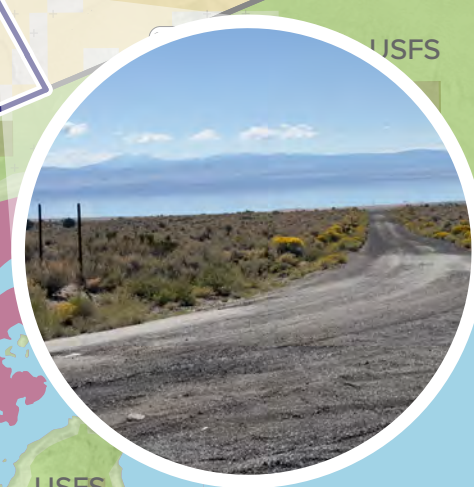
Bridgeport to Lee Vining

From downtown Bridgeport, Aurora Canyon Road is taken to the east into the Bodie Hills, eventually connecting with Bodie Masonic Road, which leads south into Bodie State Historic Park. Cottonwood Canyon Road leads further south out of the Bodie Hills towards connections to Pole Line Road and Cemetery Road, at the terminus of which travelers are again connected to HWY 395 at Mono City. After a brief connection along HWY 395, Picnic Grounds Road is taken towards the Mono Lake Tufa State Natural Reserve Visitor Center. From here, Mattly Avenue leads directly into downtown Lee Vining.



Map Legend

<p>Alignment</p> <ul style="list-style-type: none"> Final Alignment* Alignment on HWY 395 Gap Areas <p>Alignment Surface Type</p> <ul style="list-style-type: none"> Trail Double Track Unpaved Roads Paved Roads <p>Destinations</p> <ul style="list-style-type: none"> Cities and Towns Campgrounds 	<p>Developed Recreation Sites</p> <p>Important Connections</p> <p>Land Managers</p> <ul style="list-style-type: none"> BLM LADWP USFS Other Federal Agency Non-Gov Organization Other State Agency County / Reg Agency City Land County Boundaries 	<p>Protected Lands</p> <ul style="list-style-type: none"> USFS Wilderness Areas Sage Grouse Habitat Areas BLM Wilderness Study Areas BLM Areas of Critical Environmental Concern <p>Water Bodies</p> <ul style="list-style-type: none"> Lakes and Reservoirs Streams, Rivers, and Canals <p><small>*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.</small></p>
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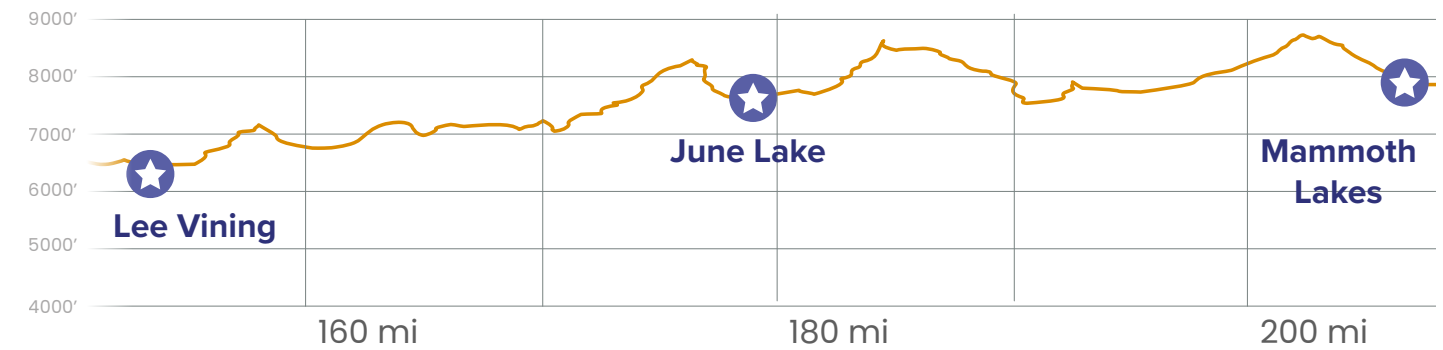


June Lake Short Cut

Lee Vining to Mammoth Lakes

From the city of Lee Vining, Utility Road is taken over and along Lee Vining Creek in connection to the Mobil Station, across from which travelers cross HWY 395 for OHV routes leading south. Another crossing of HWY 395 swiftly follows onto Horse Meadows Road with an abrupt turn south for an OHV dirt road that connects to Aqueduct Road (FW 1N17), which in turn is taken south until Grant Lake Rd which then connects to Old State Highway OHV. This dirt road connects to Northshore Drive, which wraps around June Lake counterclockwise to then connect with the Gull Lake Trail further leading into downtown June Lake. From here, June Lake Loop (158) is taken to June Lake Junction, where USFS OHV routes are taken south past Obsidian Dome, Inyo Craters, and Earthquake Dome to a connection with Minaret Road. A mixture of bike path and mountain bike trail are used to connect into downtown Mammoth Lakes.

Elevation Profile



Map Legend

<p>Alignment</p> <ul style="list-style-type: none"> Final Alignment* Alignment on HWY 395 Gap Areas <p>Alignment Surface Type</p> <ul style="list-style-type: none"> Trail Double Track Unpaved Roads Paved Roads <p>Destinations</p> <ul style="list-style-type: none"> Cities and Towns Campgrounds 	<ul style="list-style-type: none"> Developed Recreation Sites Important Connections <p>Land Managers</p> <ul style="list-style-type: none"> BLM LADWP USFS Other Federal Agency Non-Gov Organization Other State Agency County / Reg Agency City Land County Boundaries 	<p>Protected Lands</p> <ul style="list-style-type: none"> USFS Wilderness Areas Sage Grouse Habitat Areas BLM Wilderness Study Areas BLM Areas of Critical Environmental Concern <p>Water Bodies</p> <ul style="list-style-type: none"> Lakes and Reservoirs Streams, Rivers, and Canals <p><small>*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.</small></p>
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USFS

Hoover
Wilderness

395

Mono Lake

BLM

LEE VINING

(D51)
CATTLEGUARD CG
BOULDER
MORaine CAMPGROUND

PARKER CREEK
CAMPGROUND

USFS

Ansel Adams
Wilderness

OH RIDGE CAMPGROUND

SILVER LAKE
CAMPGROUND

OWENS RIVER
HEADWATERS
WILDERNESS

REVERSED
CREEK CAMPGROUND

HARTLEY SPRINGS
CAMPGROUND

JUNE
LAKE

OBSIDIAN DOME
INTERPRETIVE SITE

USFS

BALD MOUNTAIN
SPRINGS CAMPGROUND

GLASS CREEK
CAMPGROUND

BIG SPRINGS
CAMPGROUND

Owens River

LITTLE HOT
CREEK CG

OBSIDIAN FLAT
GROUP CAMPGROUND

LOWER DEADMAN
CAMPGROUND

UPPER DEADMAN
CAMPGROUND

AGNEW MEADOWS
GROUP CG

USFS

OLD SHADY REST
CAMPGROUND

NEW SHADY
CAMPGROUND

PINE GLEN GROUP CAMPGROUND

MAMMOTH MT RV PARK

MAMMOTH
LAKES

TWIN LAKES VISTA

TWIN LAKES
CAMPGROUND

EARTHQUAKE FAULT
PICNIC AREA

PINE CITY CAMPGROUND

COLDWATER
CAMPGROUND

John Muir
Wilderness

CONVICT LAKE
CAMPGROUND

USFS



0 2 4 MILES

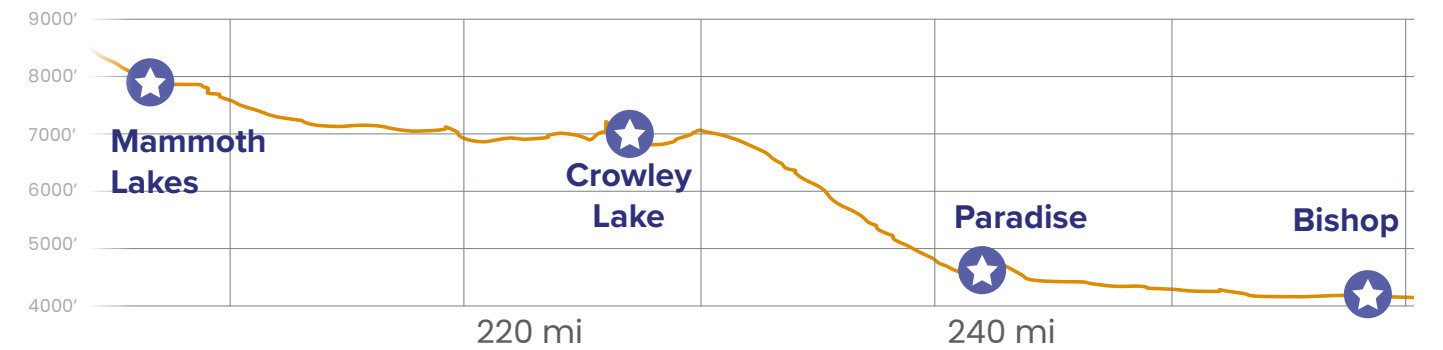


Double track parallel to HWY 395 near Aspen Springs and Tom's Place

Mammoth Lakes to Bishop

The route continues on HWY 203 through Mammoth on Old Mammoth Road. From Mammoth Creek it continues along Sherwin Creek Road, to HWY 395 by the Mammoth Yosemite Airport, and Crowley Lake Drive to the town of Lake Crowley. The route then takes double track along HWY 395 to Tom’s Place and can either go along Lower Rock Creek Trail or through Witcher and Swall Meadows to Sherwin Hill via Witcher Creek/Swall Meadows/Lower Rock Creek Road. These both connect in Paradise. These two routes again diverge connecting back in Bishop via the Bishop Canal to the north of town. The first one continues from Lower Rock Creek Trail to Old Sherwin Grade then Owens River/Chalk Bluff. This route connects to the canal via Five Bridges Road and HWY 6. This route passes several campgrounds on the northern bank of the Owens River. The second route from Mammoth Lake continues from Paradise on Round Valley Road near Rovana and crosses HWY 395 to the south bank of the Owens River meeting up with route one at the Bishop Canal.

Elevation Profile



Map Legend

<p>Alignment</p> <ul style="list-style-type: none"> Final Alignment* Alignment on HWY 395 Gap Areas <p>Alignment Surface Type</p> <ul style="list-style-type: none"> Trail Double Track Unpaved Roads Paved Roads <p>Destinations</p> <ul style="list-style-type: none"> Cities and Towns Campgrounds 	<ul style="list-style-type: none"> Developed Recreation Sites Important Connections <p>Land Managers</p> <ul style="list-style-type: none"> BLM LADWP USFS Other Federal Agency Non-Gov Organization Other State Agency County / Reg Agency City Land County Boundaries 	<p>Protected Lands</p> <ul style="list-style-type: none"> USFS Wilderness Areas Sage Grouse Habitat Areas BLM Wilderness Study Areas BLM Areas of Critical Environmental Concern <p>Water Bodies</p> <ul style="list-style-type: none"> Lakes and Reservoirs Streams, Rivers, and Canals <p><small>*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.</small></p>
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0 2 4 MILES

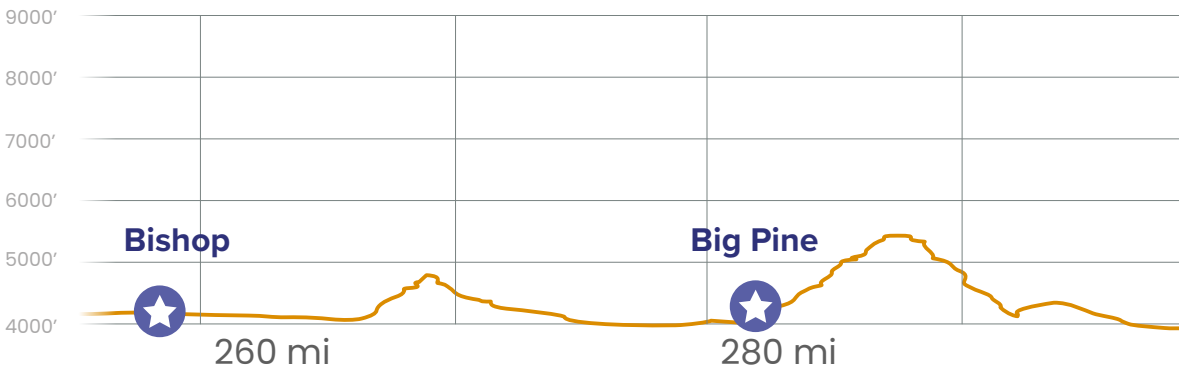


Road paralleling DWP canals in Inyo County

Bishop to Big Pine

The route travels along the Bishop canal after connecting through town via Yaney Street along the northeast corner of Bishop City Park to Hanby Ave. The route crosses HWY 395 at Wilkerson and continues south past Keough Hot Springs on BLM and LADWP roads. It then connects to the Big Pine canal into town along Reynolds Road, East County Road, Baker Creek and Main Street (395).

Elevation Profile



Map Legend

Alignment

- Final Alignment*
- Alignment on HWY 395
- Gap Areas

Alignment Surface Type

- Trail
- Double Track
- Unpaved Roads
- Paved Roads

Destinations

- Cities and Towns
- Campgrounds

- Developed Recreation Sites
- Important Connections

Land Managers

- BLM
- LADWP
- USFS
- Other Federal Agency
- Non-Gov Organization
- Other State Agency
- County / Reg Agency
- City Land
- County Boundaries

Protected Lands

- USFS Wilderness Areas
- Sage Grouse Habitat Areas
- BLM Wilderness Study Areas
- BLM Areas of Critical Environmental Concern

Water Bodies

- Lakes and Reservoirs
- Streams, Rivers, and Canals

*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.



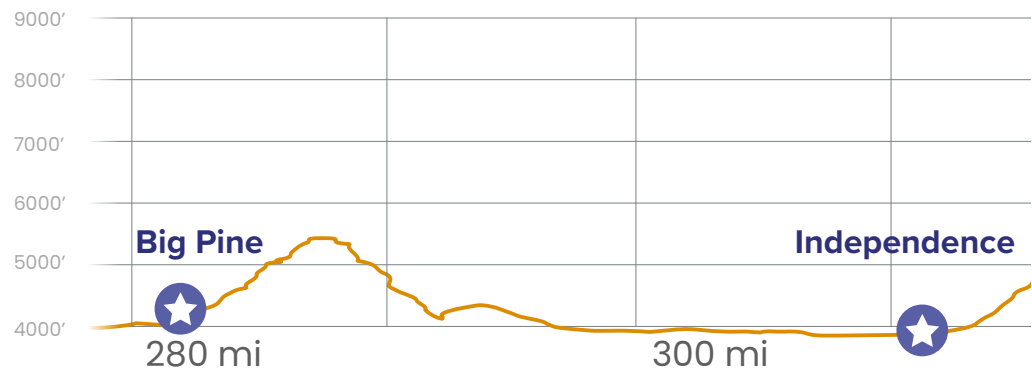


Mc Murray Meadows Rd on North Side of Crater Mountain.

Big Pine to Independence

Continuing southwest along McMurray Meadows Road, the route travels around Crater Mountain to Fish Springs and south on Tinnemaha Road passing Tinnemaha and Taboose Creek Campgrounds. It then crosses HWY 395 onto LADWP roadway east of Fort Independence Reservation and back to HWY 395 into Independence via Independence Colony Road.

Elevation Profile



Map Legend

Alignment

- Final Alignment*
- Alignment on HWY 395
- Gap Areas

Alignment Surface Type

- Trail
- Double Track
- Unpaved Roads
- Paved Roads

Destinations

- Cities and Towns
- Campgrounds

- Developed Recreation Sites
- Important Connections

Land Managers

- BLM
- LADWP
- USFS
- Other Federal Agency
- Non-Gov Organization
- Other State Agency
- County / Reg Agency
- City Land
- County Boundaries

Protected Lands

- USFS Wilderness Areas
- Sage Grouse Habitat Areas
- BLM Wilderness Study Areas
- BLM Areas of Critical Environmental Concern

Water Bodies

- Lakes and Reservoirs
- Streams, Rivers, and Canals

*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.



USFS

BLM

BLM

USFS

BIG PINE

395

CRATER
MOUNTAIN
WILDERNESS
STUDY AREA

TINEMAHA
RESERVOIR

BLM

USFS

INYO
MOUNTAINS
WILDERNESS

USFS

395

BLM

FORT INDEPENDENCE
RESERVATION

INDEPENDENCE CREEK
CAMPGROUND

INDEPENDENCE

BLM



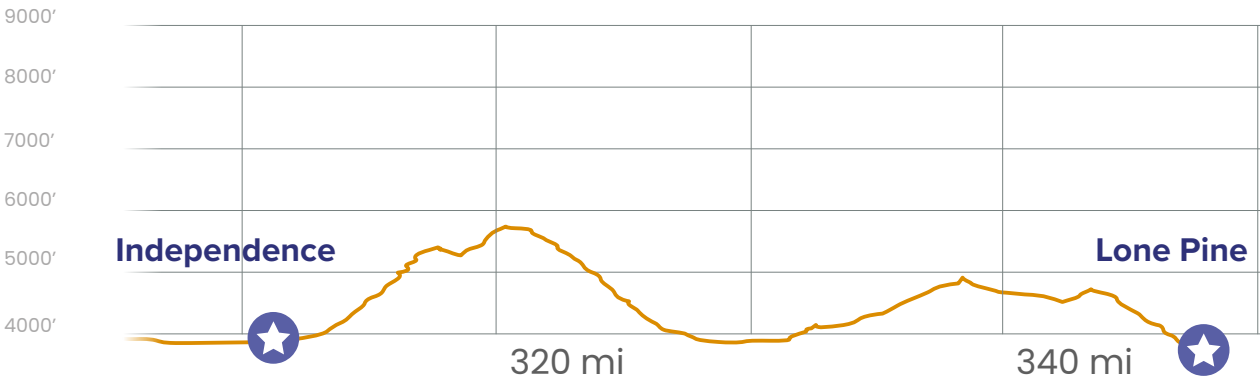


Foothill Rd.

Independence to Lone Pine

From Independence the route continues southwest on Onion Valley Road towards Seven Pines and Grays Meadow Campground. It then heads south on Foothill Road and back east to Manzanar National Historic Site on Shepard Creek Road. It then continues on a combination of BLM and LADWP roads followed by Moffat Ranch Road and Movie Road on the west edge of the Alabama Hills through Movie Flat. The last segment crosses Whitney Portal Road traveling along Horseshoe Meadows Road to Tuttle Creek Road and ends on Whitney Portal Road in Lone Pine.

Elevation Profile



Map Legend

<p>Alignment</p> <ul style="list-style-type: none"> Final Alignment* Alignment on HWY 395 Gap Areas <p>Alignment Surface Type</p> <ul style="list-style-type: none"> Trail Double Track Unpaved Roads Paved Roads <p>Destinations</p> <ul style="list-style-type: none"> Cities and Towns Campgrounds 	<ul style="list-style-type: none"> Developed Recreation Sites Important Connections <p>Land Managers</p> <ul style="list-style-type: none"> BLM LADWP USFS Other Federal Agency Non-Gov Organization Other State Agency County / Reg Agency City Land County Boundaries 	<p>Protected Lands</p> <ul style="list-style-type: none"> USFS Wilderness Areas Sage Grouse Habitat Areas BLM Wilderness Study Areas BLM Areas of Critical Environmental Concern <p>Water Bodies</p> <ul style="list-style-type: none"> Lakes and Reservoirs Streams, Rivers, and Canals <p><small>*Final alignment route is not suitable for through motorized use, allowed uses are subject to the approved uses of the relevant jurisdiction, refer to the jurisdiction for legal uses.</small></p>
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BLM

BLM

USFS

INYO MOUNTAINS
WILDERNESS

FORT INDEPENDENCE
RESERVATION

BLM

INDEPENDENCE CREEK
CAMPGROUND

INDEPENDENCE

GRAYS MEADOW
CAMPGROUND

SYMMES CREEK
WILDERNESS
STUDY AREA

MANZANAR

BLM

INDEPENDENCE CREEK
WILDERNESS STUDY AREA

USFS

JOHN MUIR
WILDERNESS

INYO

WHITNEY PORTAL
CAMPGROUNDS

WHITNEY TRAILHEAD
CAMPGROUND

LONE PINE
CAMPGROUNDS

BLM

ALABAMA
HILLS

PORTAGEE JOE
CAMPGROUND

LONE PINE

SOUTHERN INYO
WILDERNESS
STUDY AREA

Owens River

BLM



0 2 4 MILES

GOLDEN TROUT
WILDERNESS

Owens Lake



LYNOT PEAK



← UPTOWN MOUNTAIN BIKE TRAIL
← DOWNTOWN MOUNTAIN BIKE TRAIL
MOUNTAIN VIEW TRAIL →

↑ MOUNTAIN VIEW TRAIL
↑ UPTOWN MOUNTAIN BIKE TRAIL 1/4
↑ DOWNTOWN MOUNTAIN BIKE TRAIL 1/4
← EARTHQUAKE FAULT



5

Next Steps



Independence and Onion Valley

Additional Opportunities and Complementary Efforts

Throughout the Towns to Trails process, the project team was made aware of several complementary trail planning efforts that may yield valuable connections and/or future alignment modifications. Opportunities to advance complementary projects that align with project partners' existing efforts within the study area that may inform/catalyze efforts on the Towns to Trails alignment are outlined below.

Alpine Trails Association (ATA)

The Alpine Trails Association is a 501 (c)(3) non-profit focused on building and maintaining trail infrastructure in Alpine County. They support all non-motorized trails in partnership with the Humboldt-Toiyabe National Forest and Bureau of Land Management (BLM) lands to promote hiking, cycling, and horseback riding. The ATA has completed work on over 15 miles of trails and logged over 10,000 hours of volunteer time since their creation. The ATA was an active partner in the development of the Towns-to-Trails alignment, which can serve as a connector route between the trails network they are planning.

Caldera 500

The Caldera 500 is a 500-mile, self-supported bikepacking loop route in the Eastern Sierra. Starting and ending in Mammoth Lakes, the route traverses five mountain ranges— Sierra Nevada, White Mountains, Inyo Mountains, Sweetwater Mountains, and Glass Mountains—and three distinct biomes—Sierra Nevada, Great Basin, and Mojave Desert.

Chipmunk Canyon

Spanning the region between the Druid Stones climbing area and the Rossi Hills, the Chipmunk Canyon network of trails is an unauthorized trail system lying on BLM lands, built by individual volunteers from the OHV, mountain bike and trail running communities. This trail system serves the economic and outdoor recreation needs of Bishop, with a long term intended goal of study and inclusion into the public lands official trail networks.

Despite being unpermitted, this trails system has become a highly popular recreation destination near the community of Bishop. In order for the trails network to be legalized by appropriate land management agencies, trail planning and environmental review must be completed. Chipmunk Canyon is a candidate for future study and possible inclusion into the public lands trail network. Formalized study would allow for Chipmunk Canyon to support Towns-to-Trails goals of increasing connectivity between communities and recreation destination and would better serve as an economic asset for the City of Bishop.

Connected Communities

Connected Communities is a visionary effort led in partnership by federal land managers, the Sierra Buttes Trail Stewardship (SBTS), and community partners to connect 15 mountain towns for economic prosperity through outdoor recreation. It envisions a recreation-focused lifestyle through community investment, shared stewardship, economic opportunity, and important new local jobs, all strengthening economically disadvantaged communities in California's Plumas, Sierra, Butte, Lassen, and Nevada Counties, as well as Washoe County, Nevada.

Mono County CSA1

CSA1 is a dependent district of Mono County Government that provides enhanced service to CSA1 residents (Long Valley, McGee Creek, Crowley Lake, Aspen Springs, Toms Place/Sunny Slopes). Recreation is one of the enhanced services. CSA1 is conducting initial trail planning and development efforts adjacent to communities, with the goal of future trails connecting communities, and providing additional economic benefit to area businesses. Implementation of the CSA1 plan should coincide to the Towns to Trails plan and visa-versa to gain efficiencies in implementation and closing gaps in the Towns-to-Trails alignment.

Orogenesis

The Orogenesis Collective's goal is to build a contiguous singletrack trail spanning 5,000 miles along the western edge of the North American Tectonic Plate. They are devoted to 1) the creation and stewardship of a contiguous singletrack trail through the western ranges of the North American continent, 2) to the education and fulfillment of its users and 3) the vibrancy and longevity of communities and landscapes they pass through.

Owens Lake Trails

The 2020 Olancho Corridor Plan recommends revitalizing the community of Olancho through closer integration to trails and wildlife viewing opportunities adjacent to the Owens Dry Lake. Trails recommendations including bike paths, equestrian improvements, and multi-use trails to key destinations. Implementation of this plan would create additional destinations in Southern Inyo County for future Towns to Trails extensions.

Pines to Mines

The Pines to Mines trail is envisioned as a multi-use native surface trail system connecting Truckee, CA to Nevada City, CA. The system will be approximately 72 miles in length and will include 50 miles of existing Forest Service trails, as well as 22 miles of new trail construction.

The Sierra Nevada Aquatic Research Laboratory (SNARL)

The Sierra Nevada Aquatic Research Laboratory (SNARL) is part of the University of California Natural Reserve System (UCNRS) and is a 55-acre research and teaching facility located in the Eastern Sierra near Mammoth Lakes, CA, providing a base for field research and educational programs.

Based on conversations with the SNARL Director, there is an opportunity to plan for and develop a formal trail between SNARL and Convict Creek to focus existing recreation use and impacts currently occurring adjacent to the research facility property. Future trail development should be coordinated with the Towns-to-Trails plan to close the identified infrastructure gap in this location. There are also plans to develop a highway wildlife crossing in the the same vicinity. The wildlife crossing should consider opportunities to co-locate recreation infrastructure or minimize conflicting uses.

Next Steps

Below are a few steps that can be taken advance and realize the Towns to Trails route:

Study Alignment Gaps

Despite strenuous engagement, analysis, and coordination, the project team was not able to identify a desirable path. Physical gaps exist in the route, where the final alignment defaulted to HWY 395 or less preferred route. HWY 395 is not the preferred route, as this is not a safe and appropriate bike route. In order to identify a continuous alignment and direct people away from HWY 395, these gaps need to be further studied for environmental impact, connectivity, safety, and coordination with existing land managers. The four gaps are:

- **Bridgeport Gap:** An inventoried road and trail exists up the Obsidian/Yanney area, with potential for future connection. However, the current condition of this route is not suitable for recommended travel.
- **Mono City Gap:** A power line access road runs adjacent to HWY 395, but it is poorly maintained and currently unsuitable for hiking or biking. Use of this corridor would require light maintenance and a formal easement.
- **Sierra Nevada Aquatic Research Lab (SNARL) Gap:** The existing trail behind the research center is poorly defined. However, the managing agency has expressed interest in improving and incorporating this route with proper signage and trail maintenance.
- **Chipmunk Canyon:** Trails through Chipmunk Canyon are currently unofficial and not inventoried by the BLM. While an alternative route exists along the Canal, Chipmunk Canyon could offer a preferred alignment if formalized.

Conduct Further Environmental Analysis

Future environmental analysis may be required by land management agencies in areas of special concern or for the installation of new infrastructure. Because the Towns-to-Trails plan leverages existing infrastructure and does not recommend modifying currently allowable uses, many segments are already included in roads inventories for through use by the appropriate land management agency.

For instance, environmental review may be required for potential increased use in special resource areas or for installation of facilities or signage to support this route. Land management agencies have requested implementation in phases leveraging already approved routes to better understand any potential increases in recreational use.

Ongoing Community Engagement

Continued outreach to the small and unincorporated communities throughout the study area to gather input on potential local alignments is recommended. Engaging with local planning groups and community advisory committees offers an effective and locally grounded framework for addressing community-specific questions, priorities, and concerns early in the process. While no implementation of the Towns-to-Trails plan is currently underway, proactive communication with these communities is a critical next step to ensure that future efforts reflect local values and needs.

Ongoing Agency Coordination, Review, and Support

Continued collaboration with agency partners will be essential for reviewing and refining the trail alignment. Allocating paid time for agency review will help ensure thorough assessments and aid with timely decision-making, particularly with Reduction in Force efforts undertaken by the federal government. Maintaining open communication with agencies will be key to navigating these regulations and securing necessary approvals for a safe and legally compliant trail system

Ongoing Tribal Coordination

Continued collaboration with Tribal Councils are essential to ensure the success of this route and avoid any conflict with significant Tribal sites. Future studies should focus on continued Tribal coordination. In addition to ensuring protection of cultural resources, consideration should also be given to partnering with Tribal Nations to support Tribally-led efforts to increase awareness of the cultural history of the Eastern Sierra region through storytelling and placekeeping.

Establish Trail Identification/Blazing

Simple wayfinding signage at trailheads and along the route will improve the navigability and designation of the route. It is important that the signage details allowable uses to help manage expectations and maintain compliance with land-use regulations and protect natural and historic resources. The Connected Eastern Sierra initiative presents opportunities to supplement these efforts with digital wayfinding components. These efforts will improve wayfinding, promote responsible recreation, and support long-term trail sustainability.

Maintenance and Job Training/Workforce Development

As the Towns-to-Trails project is realized, establishing a sustainable maintenance strategy will be essential for long-term success. One potential model is the use of nonprofit trail crews dedicated to north-south corridor maintenance similar to the approaches taken by the Pacific Crest Trail Association and the Tahoe Rim Trail Association. These examples demonstrate the value of community-driven stewardship and consistent upkeep. A similar structure could play a vital role in maintaining the integrity, safety, and accessibility of the Towns-to-Trails network over time.

Integrate Wildfire Resilience into Trail Planning

The California Wildfire Task Force's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience offers a timely opportunity to align recreation planning with wildfire resilience. The Towns-to-Trails alignment can support this strategy by identifying segments of the trail network that could also function as strategic fire breaks. This is especially relevant near campgrounds and other high-use recreation areas. Incorporating dual-purpose trail design—serving both recreation and fire protection—can enhance community safety, protect natural landscapes, and contribute to local economic resilience. Collaboration with land management agencies and wildfire experts will be essential to identify priority zones and integrate these goals into future trail development.





Appendix

1. Phase 1 Collaborative Planning Notes
2. Phase 2 Collaborative Planning Notes
3. Groundtruthing Walkthrough
4. Existing Planning Document Review
5. Outreach and Engagement Materials

1. Phase 1 Collaborative Planning Notes

The following segment descriptions and feedback back come from the collaborative planning process where agency partners and public provided feedback on the initial routes presented by the project team.

South Lake Tahoe to Markleeville

County:

Alpine/El Dorado

Alignment Description

The proposed route from South Lake Tahoe to Markleeville begins at Lake Tahoe Blvd near Mt. Tallac High School. From there, the route follows a dirt road that connects to the paved Tahome Bike Path, guiding users through a roundabout and along a scenic path that eventually crosses the Upper Truckee River via the HWY 50 bridge. To improve safety for non-motorized users, considerations include building a pedestrian bridge or restriping the existing bridge to widen the shoulder.

Continuing south, the route follows South Upper Truckee Road through Christmas Valley, then connects to Old Luther Pass HWY. It crosses HWY 89 and briefly follows the Tahoe Rim Trail before rejoining HWY 89 at the Alpine County border. From here, the route continues south, turning onto Forest Service Road 31156. It then heads west on HWY 88, the only viable path due to surrounding mountain terrain.

At Alpine Valley, the route transitions onto Diamond Valley Rd, heading east through a scenic stretch of BLM land. It crosses Indian Creek and follows an unnamed road past Stevens Lake, navigating a forested section before reaching Indian Valley Campground. The trail then leads to Indian Creek Reservoir via an unnamed road before continuing on Airport Road. The final segment travels south on HWY 89, arriving in Markleeville.

Total Comments Received: 23

Stakeholder Comment Summary: Avoid the Burnside Lake Trail as it is steep, sandy, and gravelly. The Charity Valley Trail to Blue Lakes is good. A number of questions on non-motorized use.

Existing Trails to Connect to: Faye Luther Trail

Existing Sites/Locations to Connect to: Grover Hot Springs State Park, Hung-a-lai-ti Tribal Community



Topaz Lake to Walker to Coleville

Markleeville to Topaz Lake

County: Mono/Alpine

Alignment Description

The proposed biking and hiking route from Topaz Lake to Markleeville begins on State Route 89, heading east toward Barney Riley. From there, the route follows a series of USFS roads leading east to Leviathan Rd, where it continues south for approximately 0.5 miles before connecting to Upper Leviathan Creek Rd. If a gap can be established between Upper Leviathan Spur C and Big Springs Rd, users can avoid a longer detour along State Route 89. Otherwise, the route heads south on Leviathan Rd and loops back via Big Springs Rd before joining HWY 395. The final stretch travels south on HWY 395, ending at Topaz Lake. This alignment blends paved roads and forest service roads.

Total Comments Received: 12

Stakeholder Comment Summary: Potential connection between Turtle Rock/Charity Valley/Pickett's Pk Burnside Fire Rd, and potential for trail on Alpine/Mono line. Some mention Leviathan Mine Road

Existing Trails to Connect to: Douglas Co Trails, Carson River Trail to Barney Riley, SLT to XMAS Valley Christmas Valley to TRT @ Roland Lake TRT to Scotts Lake Scotts Lake to Old Luther Luther to Picketts Picketts to Burnside Lake Burnside Lake to Charity Valley



Topaz Lake to Walker to Coleville

Topaz Lake to Coleville to Walker

County: Mono

Alignment Description

The proposed biking and hiking route from Topaz Lake to Coleville primarily follows HWY 395. An alternative, less mountainous option is to travel north along HWY 395 before turning east onto Electronic Site Rd, which winds up to Big Springs Rd. From there, the route follows jeep roads past Leviathan Mine, intersecting the Orogenesis routes.

For a more rugged experience, users can follow the Orogenesis routes, which traverse about 20 miles of wilderness and wildlife areas with at least a 1,000 ft climb on Golden Gate Rd. These routes connect to either the Alpine/Mono County line trail for a challenging adventure or Snodgrass Trail leading to Bagley Valley Jeep Rd. Both paths eventually cross the Heenan Lake Wildlife Area before connecting to State HWY 89. The total distance for this option is approximately 8 miles but involves significant elevation changes. For those seeking a longer but less steep journey, the Caldera 500 route passes through Slinkard/Little Antelope Wildlife Area, also connecting to State HWY 89. The variety of routes offers choices for different skill levels and experiences for hikers and cyclists.

Coleville to Walker Alignment Description

The proposed biking and hiking route from Walker to Coleville offers several options. The most direct route heads south along HWY 395 for approximately 5 miles. Alternatively, users can travel south on HWY 395 before turning east onto Cunningham Rd, which winds through scenic farmland and then connects to Eastside Rd, rejoining HWY 395 near Coleville. This option covers about 9 miles on quieter county roads.

A third option minimizes time on HWY 395 by taking Eastside Rd south, then turning west onto Larson Rd to reconnect with HWY 395 closer to Coleville. This route is approximately 7 miles, offering a balanced mix of rural roads and HWY travel. These options provide flexible, scenic pathways suitable for both hikers and cyclists.

Total Comments Received: 9

Stakeholder Comment Summary: Interest in high route that avoids wilderness to connect Hennan Area to Summit Meadow

Existing Trails to Connect to: Lost Cannon Trail



Topaz Lake to Walker to Coleville

Walker to Bridgeport

County: Mono

Total Comments Received: 34

Stakeholder Comment Summary: Concern of alignments going through private land, suggest utilizing old 395 alignment

Existing Sites/Locations to Connect to: Twin Lakes, dispersed camping/hot springs, Bodie

Bridgeport to Walker Alignment Notes

The proposed biking and hiking route from Walker to Bridgeport begins by following HWY 395 north before turning west onto Little Walker Rd. From here, several options are available. The first option heads through Obsidian Campground, connecting to Burt Canyon Trail via Little Walker Rd. Alternatively, the route could bypass the campground by traveling northeast, linking Molybdenite Creek to Wheeler Creek and then to Sage Rd 32066E. Both options converge on Little Walker Rd, continuing toward Molybdenite Creek Trail.

The route then follows the Molybdenite Creek Trail south to the Molybdenite Cutoff, crossing to Long Valley Creek and aligning mostly with the existing Long Valley Creek Route. It continues along

Yaney Canyon before reconnecting with HWY 395. To minimize time on the highway, the route could also connect from Little Walker Rd to State Route 108, potentially avoiding HWY 395 by following an unmarked path behind cattle grazing areas. Alternatively, the route could head east along HWY 395 for about 2 miles to Burcham Flat Rd, which provides a relatively flat and protected path. This alignment continues along Burcham Flat Rd, then south on Eastside Rd, ultimately connecting back to HWY 395 and leading into Bridgeport.



Walker to Bridgeport

Bridgeport to Lee Vining

County: Mono

Bridgeport to Lee Vining Alignment Notes

The proposed biking and hiking route from Bridgeport to Lee Vining begins on County Road Court Street and travels southeast through a large parcel marked as ER & SP on the east side of Bridgeport. It continues along unmarked roads before connecting to Jack Sawyer Rd. From here, the route follows a series of unnamed BLM roads south, passing through a private conservation area near Clearwater Creek, where it intersects with Bodie Rd.

Continuing down Conway Ranch Rd, the route crosses HWY 395 at Lundy Lake Rd. Due to the surrounding terrain, no fully connected routes are feasible on the west side of HWY 395 unless a challenging path over Mt. Olson is considered. South of Mono Lake, the route follows Old HWY 395 to Schoolhouse Rd before joining a partial road along the hillside west of HWY 395.

This section presents challenges, including a ravine near Tioga Lodge. Potential solutions include building bridges across the ravines or connecting down to HWY 395, which has narrow shoulders and guardrails. The final stretch continues Forest Service Rd 01N107, paralleling HWY 395 to the west, ultimately arriving in Lee Vining. This alignment provides a mix of rugged backroads, scenic lake views, and adventurous hillside trails, making it suitable for hikers and cyclists seeking a varied and scenic experience.

Total Comments Received: 49

Stakeholder Comment Summary: Many comments mentioned using the old 395 alignment, and that any option not along highway/roads will be challenging if not impossible through here due to canyons, ranching, wilderness. Several comments point out existing OHV, and also to denote county owned roads

Existing Sites/Locations to Connect to: Bodie



Bridgeport to Lee Vining

Lee Vining to June Lake

County: Mono

Lee Vining to June Lake Alignment Description

The proposed biking and hiking route from Lee Vining to June Lake begins at the intersection of County Road Lee Vining Rd and Forest Service Rd 01N107. It follows an unmarked road along the hillside to the west, running parallel to the County Utility Rd. After approximately 0.15 miles, the route continues south along the County Utility Rd before joining HWY 120 for about 0.3 miles.

From here, the route heads south on Gibbs Siphon Rd and then connects to Horse Meadows Rd. There are two options to reach Oil Plant Rd: the first option follows Farrington Siphon Rd, which wraps around the hillside to Forest Service Rd 01N17A, while the second option continues south along an unmarked road on the western side of HWY 120. Both options connect to Oil Plant Rd, which leads to Old Highway 395-Cain Ranch Rd.

The alignment then continues south on Forest Service Rd 01S29D, eventually joining 01S105 at the intersection with Oh Ridge Rd. It follows this path around the west side of June Lake, ending at the destination in June Lake. This scenic route offers a combination of hillside trails, forest service roads, and quiet backroads, making it a picturesque journey for hikers and cyclists.

Total Comments Received: 43

Stakeholder Comment Summary: Comments push for keeping the trail away from HWY 395 and point out more SRIC existing/planned singletrack. A number of landscape-based comments relating to steep or washed-out areas, and the Rush Creek crossing. One comment mentioned the Ansel Adams proposed wilderness extension and others mentioned to keep out of wilderness.

June Lake to Mammoth Lakes

County: Mono

June Lake to Mammoth Lakes Alignment Notes

The proposed biking and hiking route from June Lake to Mammoth Lakes begins at Knoll Ave and winds through the neighborhood past Bruce Street, Leonard Ave, Highland Drive, Mountain Vista Dr, and Memorial Ball Field, connecting to Northshore Road. From here, it continues south on Pine Cliff Road/02S102C/02S102 along the west side of Oh Ridge Campground before turning east on Oh Ridge Road.

The route then follows parallel roads to June Lake Loop Road/HWY 158, either on Forest Service Road 01S113 or an unnamed road a few hundred feet to the south. It continues on Forest Service Road 01S112, then west on Harley Springs Rd to 02S103. Turning onto the 2S22-2S78 Loop, the route follows Wilson Butte Loop, then Obsidian Dome Road. It heads south on 02S107 before turning onto 02S11A.

The alignment continues on SEC 21 Timber Road, traveling along the western section away from the highway. It then connects to Forest Service Roads 02S11B, 27E107, and Deadman Bridge Road before heading south on Lower Deadman Bridge Road. The route follows Glass Creek Road, Deadman Loop, and Dry Creek Cutoff.

Continuing on Forest Service Roads 03S115A and 03S23B, the alignment briefly joins Mammoth Scenic Loop before turning south on 03S23D and then east on Red Fir Road. It follows Sawmill Cutoff, Lake Flow Road, Forest Service Road 03S96C, and Sawmill Road. The final segment connects to CC Camp Cutoff Road, looping around Shady Rest Park and continuing on the Shady Rest Bike Path into Mammoth Lakes.

Total Comments Received: 44

Stakeholder Comment Summary: Singletrack at base of mountains. Community members shared detailed route idea between Mammoth and Lower Rock Creek. Some comments mention using the old 395 alignment, and others called for segregating uses and keeping out of wilderness.

Existing Trails to Connect to: pointed out that the user submitted is existing Gull Loop Trail

Existing Sites/Locations to Connect to: Earthquake Fault Picnic Area, June Lake Junction Info Kiosk, Obsidian Dome Interpretive Site, Eastern Sierra scenic byway stops along 395



June Lake to Mammoth Lakes

Mammoth Lakes to Crowley Lake

County: Mono

Mammoth Lakes to Crowley Lake Alignment Notes

From Mammoth Lakes to Crowley Lake, the proposed biking and hiking route begins at Old Mammoth Road and offers two options to exit town. One option follows Sherwin Creek Road, while the other travels along Forest Service Road 04S101 to Indian Cave Road, continuing on Indian Cave Vista Trail, then onto Forest Service Road 03S09C, and finally connecting to Mammoth Creek Road. Both options are similar in length and elevation, though the creek route may provide a more scenic experience.

The alignment continues on Sherwin Creek Road, connecting to Sherwin Creek Cutoff and Forest Service Road 04S07H. It then crosses Convict Creek, continuing on an unnamed BLM road before meeting Mount Morrison Road. After traveling 0.25 miles on Mount Morrison Road, the route diverges onto another BLM road, following the west side of HWY 395 rather than crossing it.

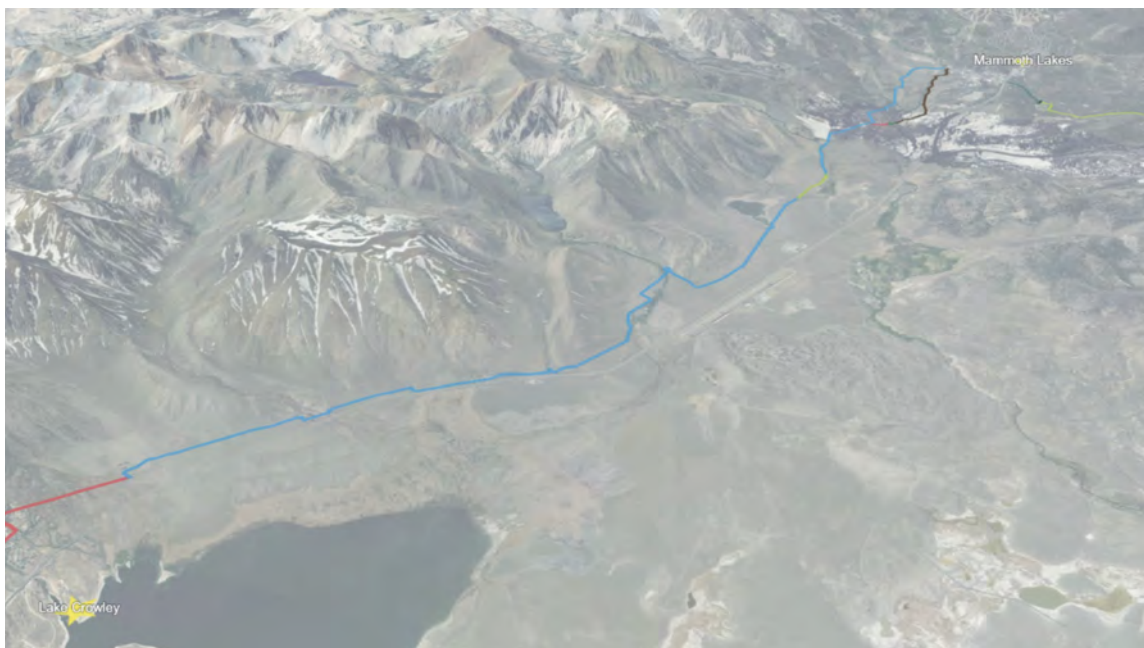
The alignment reconnects to Crowley Lake Drive approximately 0.75 miles from McGee Creek Road, using dirt road 04S106 to avoid ending behind the neighborhood along Crowley Lake Drive. A short diversion along McGee Creek Rd provides access to this segment.

Continuing south, the route travels on Gregory Lane, meeting up with Crowley Lake Road. It then follows a BLM road along the Crowley Lake BLM Campground, accessed via Crowley Lake Campground Road. The alignment continues along the Crowley Lake Sewer Treatment Road for 400 feet before reaching Crowley Lake Drive.

Total Comments Received: 25

Stakeholder Comment Summary: Comments suggest a path between wilderness and Least Cost routes. There was some concern of wildlife migration/planned wildlife crossing. Deep sand making it impossible to bike in some areas was also noted.

Existing Sites/Locations to Connect to: Hot Creek Interpretive Site, CALTRANS rest areas and scenic byway signage area



Mammoth Lakes to Crowley Lake

Crowley Lake to Paradise

County: Mono

Crowley Lake to Paradise Alignment Notes

From Crowley Lake to Paradise, the proposed route begins on Crowley Lake Drive, looping north along South Landing Road and then west onto Pearson Road, passing by Whitmore Ballfields. The alignment then follows an unnamed BLM moto road heading east, reconnecting with Crowley Lake Drive just past Tom's Place.

Continuing east on Crowley Lake Drive, the route passes Tom's Place and offers a potential spur connection to French Camp via Rock Creek Road. The alignment then transitions onto Forest Road 04S120 and 04S120K, maintaining a scenic and winding path.

From here, the route descends along Lower Rock Creek Road for its entire length, ending in Paradise. This alignment provides a scenic journey through the Eastern Sierra, utilizing a mix of quiet roads and scenic forest routes.

Total Comments Received: 36

Stakeholder Comment Summary: Comments mentioned several places to connect to and suggested using lower rock creek rather than upper which doesn't exist. Minimizing crossing of HWY 395 was emphasized.

Existing Sites/Locations to Connect to: French & Holiday Campground, Tom's Place



Lake Crowley to Paradise

Paradise to Rovana to Bishop

County: Inyo/Mono

Rovana to Bishop Alignment Notes

From Rovana to Bishop, the proposed route begins on Pine Creek Road heading east, then turns north on Round Valley Road. At the intersection with Birchim Lane, the alignment continues east on Birchim Road to connect with Old Sherwin Grade Road. It then crosses HWY 395 onto Gorge Road, continuing south along Pleasant Valley Dam Road, passing by the dam station and Pleasant Valley Campground before crossing the Owens Valley River.

The route then follows Canal Road south, crossing HWY 395. A safer option for this crossing might be to follow HWY 395, which curves south with space for potential improvements, before connecting with Sierra Street. From here, the route heads east along Sierra Street, then south on Home Street, ultimately ending on West Line Street in Bishop.

This alignment provides a scenic journey through Round Valley, utilizing a mix of rural roads and potential pathway improvements, connecting the communities of Rovana and Bishop.

Total Comments Received: 49

Stakeholder Comment Summary: Challenges relating to terrain- hilly near the Buttermilks, rocky near Paradise, mentions of Chipmunk Canyon MTB unofficial trails. Mention of concern for shared uses and too many OHVs in the Tungsten Hills

Existing Sites/Locations to Connect to: Buttermilks, Horton CK campground



Paradise to Rovana



Rovana to Bishop

Bishop to Big Pine

County: Inyo

Bishop to Big Pine Alignment Notes

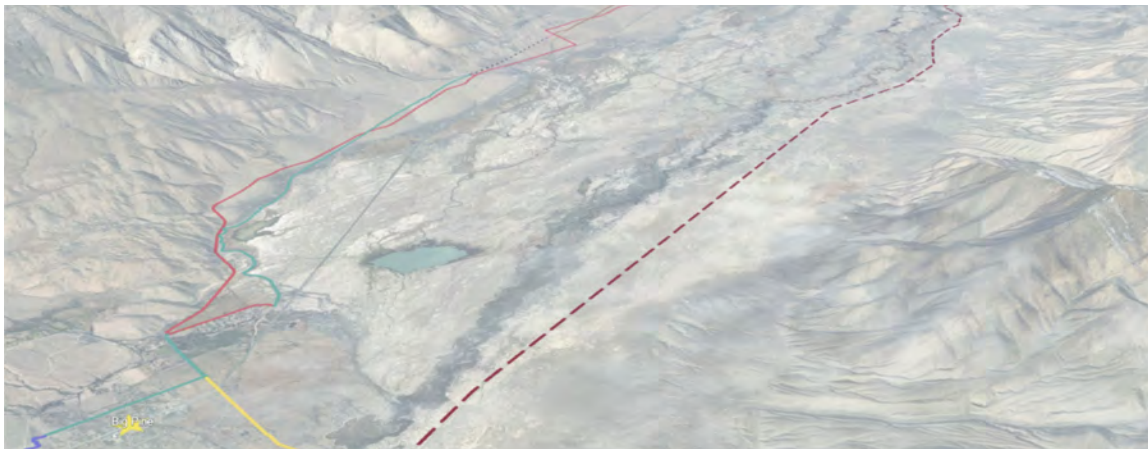
The proposed route from Bishop to Big Pine follows a combination of county roads and off-road paths. Starting from the center of Bishop, the route primarily follows State Route 168 eastward, passing through residential areas and then connecting with “County Road” near North School Street. This road heads north, continuing through the residential section of Big Pine before turning east onto Collins Road and north on Gerkin Road. The route proceeds along Sunland Drive, which intersects with State Route 168, bringing travelers toward the eastern side of Bishop.

Alternatively, there is a more off-road route starting from Reynolds Road, which branches off from State Route 168. This option follows a mix of roads, including one that runs alongside the Big Pine Canal for approximately 3.38 miles. The alignment then shifts to a road that runs parallel to “County Road,” near Keough Hot Springs Road, before connecting with an unnamed BLM moto route. The route continues along the transmission line road, passing north of Sierra Bonita Street and eventually merging with Sunland Drive, following the same path as the County Road alignment.

Total Comments Received: 33

Stakeholder Comment Summary: Comments mentioned the need for separate use trails for motorized users and separating from the highway. Some comments mentioned concern for OHV being allowed too close to wilderness and also that there were OHV abused areas (near Buttermilks).

Existing Sites/Locations to Connect to: Druids Climbing Area



Bishop to Big Pine

Big Pine to Independence (Mapbook 4)

County: Inyo

Big Pine to Independence Alignment Notes

The route from Big Pine to Independence begins at the intersection of Mazourka Canyon Road and the Aqueduct, traveling east along the Aqueduct road for about 2 miles. After the Aqueduct road ends, the route continues through the DWP agricultural land, following paths identified via aerial imagery, which connect to Fort Independence Road. From there, the route heads north on Scabbell Lane at the intersection with Rocky Lane, then continues along an unnamed road before meeting Colosseum Road. The route follows Colosseum Road across HWY 395, connecting to Tinemaha Road.

The alignment then continues along Tinemaha Road for approximately 12 miles, passing the Tinemaha Campground before reaching the intersection with Fuller Road. About 5 miles into this stretch, there's a spur onto Upper Division Creek Road, which leads to the Sawmill Pass Trailhead. Beyond the

campground, two options are available: continuing north on Tinemaha Road to Birch Creek Road and then on a BLM road, or taking Fuller Road east and north on an unmarked road to an unnamed BLM road that connects to the first option.

The route continues on these unnamed BLM roads, eventually connecting to a road that crosses under transmission lines and streams, reaching the southern end of South School Street in Big Pine. The route then travels along South School Street through town, with public input needed to determine the best connection into the town center.

Total Comments Received: 25

Stakeholder Comment Summary: Comments mentioned the challenging but rewarding views of the path along the wilderness boundary. Others mention the potential for a Rail to Trail connection and mention flooding along and across HWY 395.

Existing Sites/Locations to Connect to: Fort Independence Reservation



Big Pine to Independence

Independence to Lone Pine

County: Inyo

Lone Pine to Independence Alignment Notes

The route from Independence to Lone Pine starts at the intersection of Whitney Portal Road and Lone Pine Avenue, heading south on Lone Pine Avenue and east on Post Street to Lake View Avenue. Alternative streets could be used to reach the northeast corner of town, with public feedback helping determine the best route. The alignment then continues along North Lake View Avenue to East Locust Street, chosen to pass through public land and the outskirts of town.

From the northeast corner of town, the route follows an unmarked road north of the Owens River outlet for about 0.5 miles, then turns north along a transmission road to meet Lone Pine Narrow Gauge Road, 0.96 miles east of HWY 395. The route then heads east along Lone Pine Narrow Gauge Road to the Rail-to-Trail (RTT) just east of Owenyo Lone Pine Road.

The alignment continues on the RTT, eventually reaching Poleta Road in Bishop, with several spurs branching off to connect to nearby destinations along the highway corridor. The first spur runs along Manzanar Reward Road to the Manzanar National Historic Site. From here, a potential connection exists to Independence and Fort Independence via the east side Aqueduct road, just outside the fence.

The Aqueduct road stretches approximately 4.4 miles from Manzanar Reward Road to Mazourka Canyon Road. One area might require stream crossing improvements, such as the spot 0.4 miles north of the old Manzanar airfield. If crossing isn't feasible, a short detour onto HWY 395 would add about 1.4 miles

to the route before returning to the Aqueduct road. From this point, the route has a spur leading west to Independence and a connection to the RTT at Mazourka Canyon Road.

Total Comments Received: 18

Stakeholder Comment Summary: Comments were mostly related to potential use of the aqueduct, opportunity for rails to trails, and whether the trail would go through private land. Comments also described the opportunity to connect to and tell the story of the area including the Manzanar Historic Site.

Existing Sites/Locations to Connect to: Alabama Hills Recreation Area. Manzanar Historic Site



Independence to Lone Pine

Lone Pine to Owens Lake

County: Inyo

Owens Lake to Lone Pine Alignment Notes

The route from Lone Pine to Owens Lake begins by turning onto Cottonwood Canyon Road, followed by a turn onto Cottonwood Powerhouse Road for approximately 0.83 miles. It then turns north onto an unknown BLM road that runs beneath transmission lines through undulating hills in the middle of BLM parcels. Alternative routes could follow several BLM roads running parallel on the west side of the Aqueduct.

Next, the route passes through MH Open Space and an unmarked dirt road, with a small segment of County Road Carroll Creek Road in the middle. It continues on the unknown BLM road across Carroll Creek, moving through more BLM land and miscellaneous agricultural areas (Wilson Trust Brett & Cheryl).

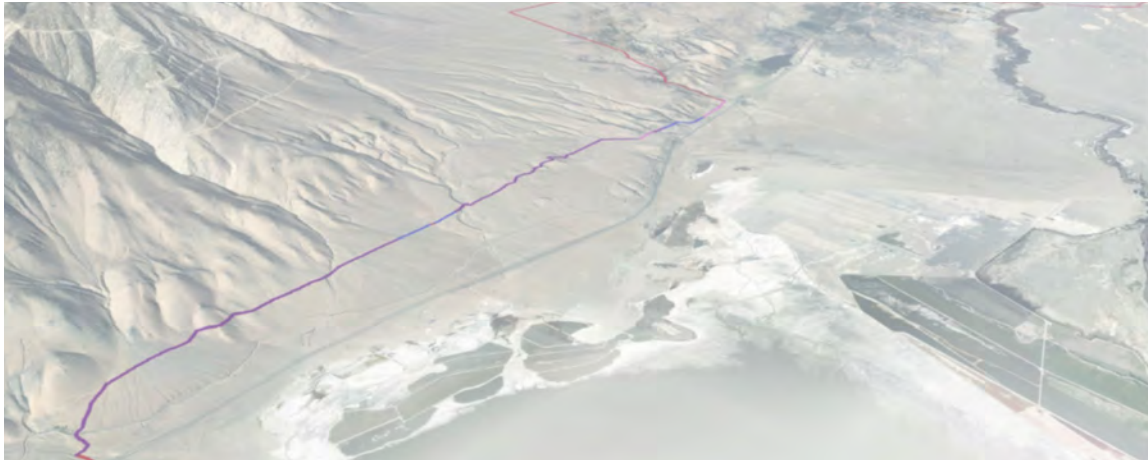
The route then turns west on Lubken Canyon Road for 3.25 miles before turning north on Horseshoe Meadows Road for 3.54 miles. Finally, it turns east onto County Road East Whitney Portal Road for 2.62 miles, ending at North Lone Pine Avenue.

Total Comments Received: 4

Stakeholder Comment Summary: Several stakeholders identified the Alabama Hills as a priority destination to connect to along with birding hotspots which are located through the study area (Eastern Sierra Birding Hotspots). Stakeholders identified the dangerous nature of crossing Hwy 395.

Existing Sites/Locations to Connect to: Alabama Hills Recreation Area. Birding Hotspots.

Key Recommendations: Route alignment along existing trails to Alabama Hills Recreation Area. Map Birding Hotspot areas.



Lone Pine to Owens Lake

Owens Lake to Olancha

County: Inyo

Owens Lake to Olancha Alignment Description

The route from Owens Lake to Olancha begins at the intersection of Shop Street and HWY 90/395. It travels south along Shop Street and then turns west onto West Fall Road. The alignment continues along the old Southern Pacific rail corridor for approximately 5.8 miles.

It then transitions to an unknown BLM moto route that runs closest to the Aqueduct, heading toward Ash Creek Road. The route continues for 0.31 miles before turning north along another unknown BLM road, which runs under transmission lines and slightly to the west of them, following a straight path between the Aqueduct and HWY 395.

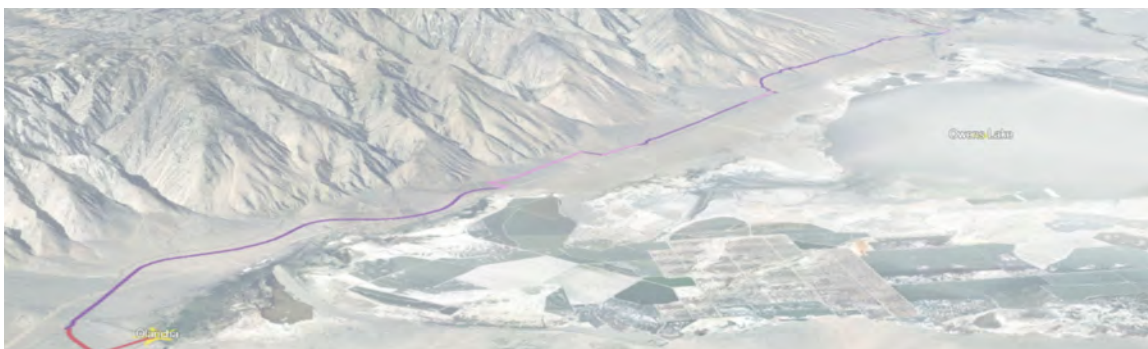
Total Comments Received: 9

Stakeholder Comment Summary: Overall, stakeholders did not have many comments regarding the potential alignments through this segment. Stakeholders recommend that the project team consider connections further south to Kern County and the future alignment of HWY 395.

Existing Trails to Connect to: There were no suggested routes through this segment that routed along other existing trails in our network data, however one participant called out an existing/defunct rail line east of Hwy 395 that should be investigated as a feasible alignment option.

Existing Sites/Locations to Connect to: N/A

Key Recommendations: Create alternative alignment options/phase for future Hwy 395 alignment. Add rail line to existing network and investigate feasibility.



Owens Lake to Olancha

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2. Notes from Collaborative Planning Phase 2

1. South Lake Tahoe to Markleeville Alignment Notes

From South Lake Tahoe to Markleeville there were only a few comments left on the maps. Several related to connecting to other trails and regions such as the PCT, or Faye Luther.

The other comments focused on where the alignment might go and pointed out features such as the illegal bridge on Horse Thief Road, or keeping the alignment on HWY 89 rather than the Airport Road alignment presented for the time being.

2. Markleeville to Topaz Lake Alignment Notes

The only one alignment for Markleeville to Topaz Lake was identified Along Barney Riley to Leviathan Road, and Big Spring Rd.

3. Topaz Lake to Walker Alignment Notes

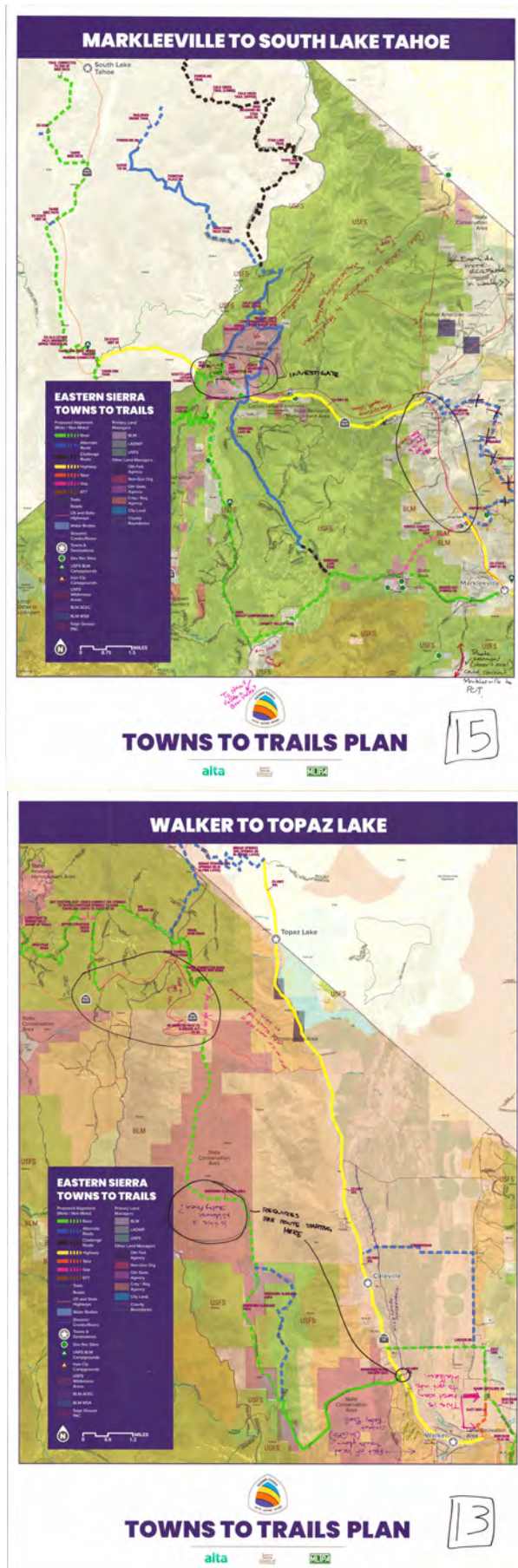
From Topaz Lake to Walker comments suggested keeping on HWY 89 for the time being rather than the proposed connection from Virgil Connector Road via Gap to Slinkard Conservation Area. Questions were raised over the possibility of bike access in Slinkard Conservation Area. From Rodriguez Road comments suggested the best way into walker was from the north via Larson Road to East Side Lane. For access to Coleville there were no comments in particular, only one on the east side of HWY 395 saying “Wildlands Conservency”.

4. Walker to Bridgeport Alignment Notes

The alignment from Walker to Bridgeport followed roads east of HWY 395 with a few alternative routes presented along Little Walker River Road. Comments on this map highlighted being within four miles of Sage Grouse habitat, highlighting a multi-purpose road though the USDOD Mountain Training Land, and outlining a different route along Buckeye Road to Twin Lakes Road rather than HWY 395.

5. Bridgeport to Lee Vining Alignment Notes

Comments highlighted the need for consultation with Tribe about the cultural area and protection being done around the Travertine Hot Springs. Alignments again were commented as being



within 4 miles of Sage Grouse habitat and that there were more desirable alignments on the west side of HWY 395 rather than through Bodie Hills.

6. Lee Vining to June Lake Alignment Notes

Concern of OHV use continued throughout these maps and was highlighted from Lee Vining to June Lake as being problematic to have OHVs on HWY 120 East and through town. Comments suggested alternate routes north of June Lake on a power line road, and pointed to alignments presented as being good trail and bikeable. Other comments asked about geomorphic conditions such as washed out or being steep. Lastly a few comments pointed out needing to confirm ownership and needing to contact agencies about permission.

7. June Lake to Mammoth Lakes Alignment Notes

The base and alternative routes from June Lake to Mammoth Lakes were suggested to be swapped in some areas and also to “make logical loops” between them where they came close. Other comments highlighted the close proximity of the alignments to the Owens River Headwaters Wilderness area between the towns west of HWY 395.

8. Mammoth Lakes to Crowley Lake Alignment Notes

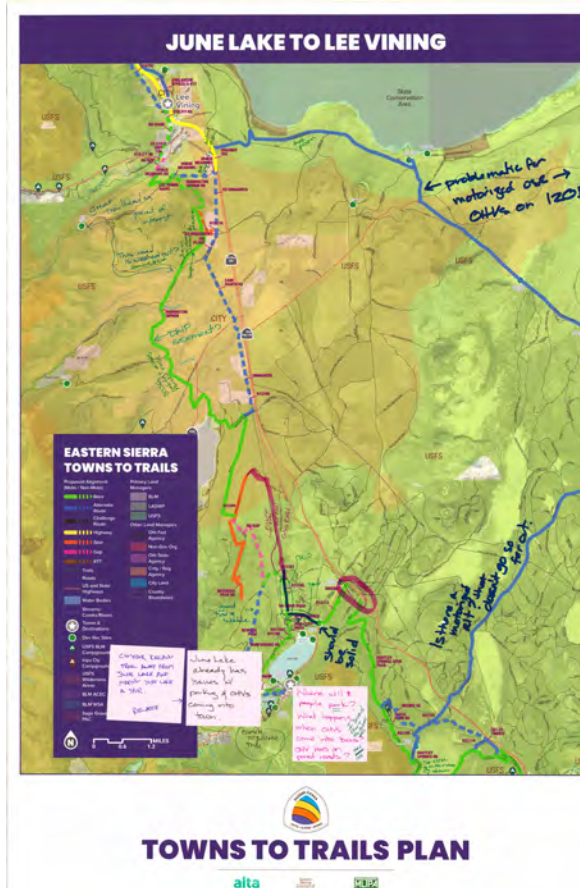
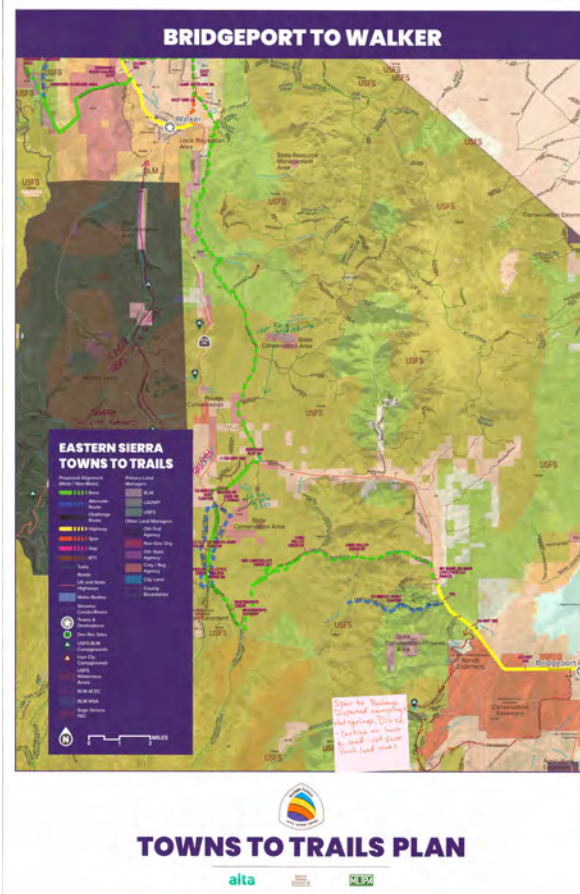
Comments from Mammoth Lakes to Crowley Lake focused on wildlife conflict, highlighting Mule Deer and wildlife crossing. They questioned whether the alignments should instead be on the north side of HWY 395. One comment highlighted a connection that was not legal where Tobacco Flat/04S47 comes close to HWY 395. Another comment suggested Mammoth Creek Road as one with less vehicle traffic than Sherman Creek Road.

9. Crowley Lake to Paradise Alignment Notes

No comments had major issues with the presented alternatives besides noting the base alignment located between Crowley Lake Drive and HWY 395 was steep and might need some adjustment. Other comments were drawn in suggestions of future options to the east and west sides of Lower Rock Creek

10. Paradise to Bishop Alignment Notes

The only comments for this segment were asking



if the spur routes to Rovana interfered with Mule Deer Migration, and suggesting to consult with Tribes about access through Owens Valley Paiute Land in Bishop.

11. Bishop to Big Pine Alignment Notes

Notes highlighted PCT connection need and resupply access, and also utilizing the canal as a connection into town for the Towns to Trails Alignment. Other comments pointed out destination areas like Chipmunk Canyon and Warren Lake, while noting to avoid the Owens Valley Radio Observatory along the rail-to-trail alignment.

12. Big Pine to Independence Alignment Notes

Comments included: needing to consult with Tribes about going near Crater Mountain and Fort Independence; highlighting issue of existing OHV abuse to the east of HWY 395; and suggested an alternative route due north along the east side of Tinemaha Reservoir.

13. Lone Pine to Independence Alignment Notes

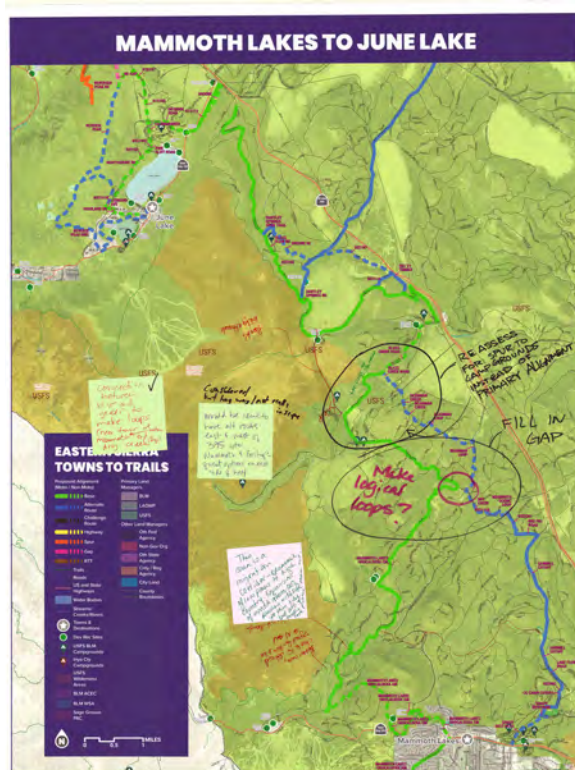
No comments recieved for this segment.

14. Lone Pine to Owens Lake Alignment Notes

Only a few comments were made on the map. One noted that during public comment period of Clean CA grant, there was a desire for a trail connection from Diaz lake to Lone Pine. The other comment noted the narrow road on Kemp Ranch which is only one-way.

15. Owens Lake to Olancha Alignment Notes

There were no comments for this segment



TOWNS TO TRAILS PLAN 9



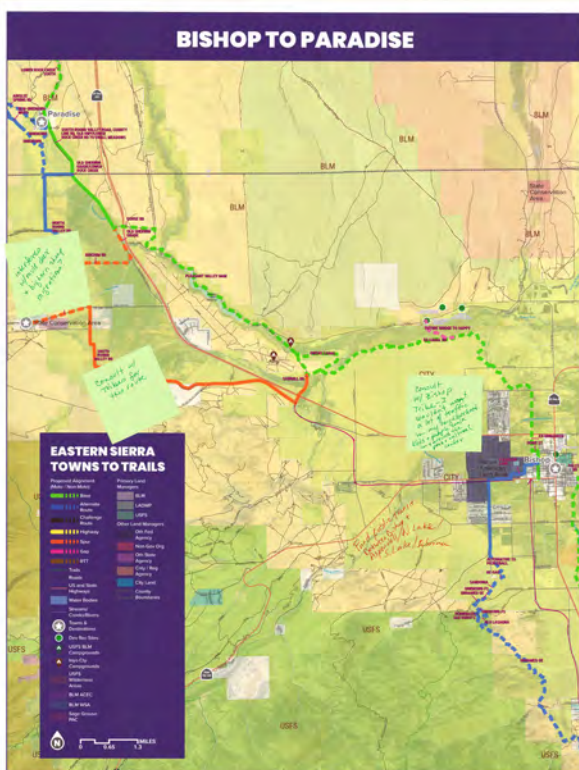
TOWNS TO TRAILS PLAN 4



TOWNS TO TRAILS PLAN
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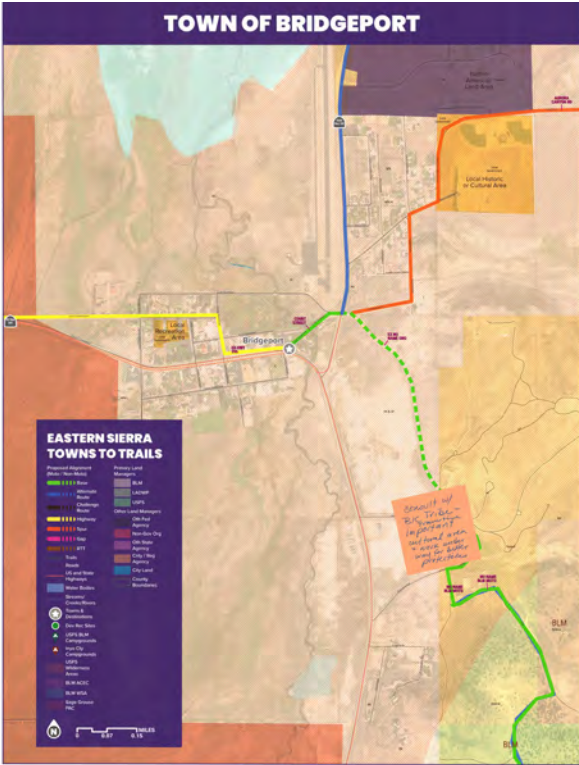


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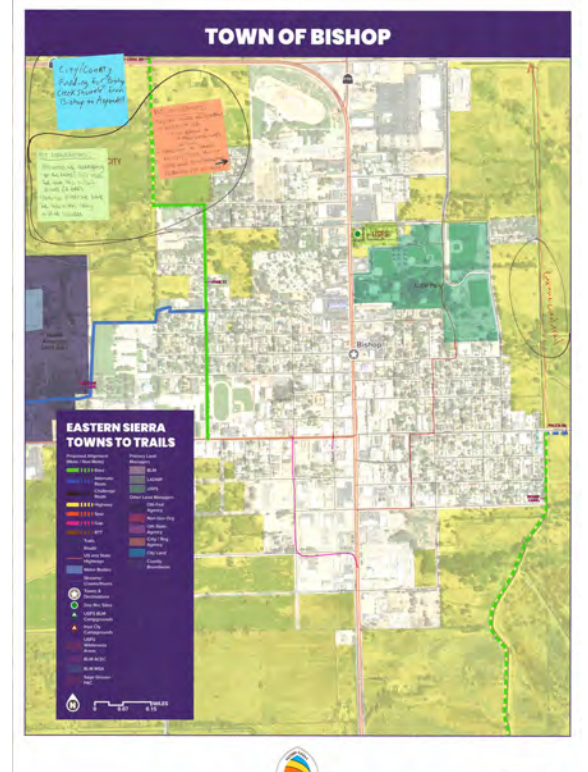
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3. Ground Truthing Field Notes

Section 1: South Lake Tahoe - Sorensens

Mile 0 - Mile 17

The route from South Lake Tahoe to the Rim Trail follows easily navigable and rideable single-track trails and dirt roads. From the Rim Trail, the route then transitioned to a challenging segment of logging and OHV roads, which were difficult to locate for a short stretch due to lack of use / maintenance. While navigable with reliable GPS, an alternative route was explored to bypass these challenges and provide a smoother experience on adjacent OHV roads.

Section 2: Sorensens to Markleeville

Mile 17 – 36

From Hope Valley, the climb up dirt OHV roads and a subsequent descent toward Markleeville offers an enjoyable single-track section through quintessential Sierra terrain.

This section offered an alternative route, with the option through Hope Valley emerging as the best choice. The route follows the California Historic Trail for several miles adding a layer of historic context. The route ultimately leads to Grover Hot Springs State Park, from which paved roads continue to Markleeville

Section 3: Markleeville to Slinkard Valley

Mile 36 - 57

The Initial climb is hard on steep cobbly dirt, eventually mellowing out, but required some hike a bike segments. An alternative solves this by allowing some travel on HWY 89 up a short stretch of Monitor Pass, turning off at Loope Valley on much better dirt roads.

The route from the crest around Leviathan Peak is world class, containing plentiful aspens and big views. The very end where dirt meets 89 descends toward HWY 395 has been amended - the short dirt spur adjacent to road does not exist at all. The descent down to Slinkard Valley was fine.

Section 4: Slinkard Valley*

Mile 57 - 75

Slinkard Canyon offers a pleasant hike through the valley. There were no signs indicating bicycle restrictions, and staff on-site did not mention any limitations. A previously identified alternative route through the area was no longer viable due to fire damage.

The road connecting to HWY 395 features a steep but smooth path. It provided an easy route when traveling north to south, though it would likely be more challenging in the opposite direction.

**This section was removed and re-routed to BlackWell Canyon OHV on the eastern side of Walker Valley. CA Fish & Wildlife has regulations for Slinkard Valley that do not allow for riding bicycles.*

Section 5: Walker to Bridgeport

Mile 75 - 106.5

Following an open and easy-to-ride road, this section of the proposed route was excellent. However, the area is remote with limited-to-no cell service for AT&T users. Initially, the route required an extended ride along the side of HWY 395. Fortunately, two alternative dirt roads were found, offering a more pleasant and safer option. While a more pleasant route, this needs additional exploration for viability of hiking and biking trails. These routes include a questionably inventoried series of trails through Little Walker Canyon and Yaney Canyon, as well as a legal OHV bypass of HWY 395 through the use of Buckeye road and Twin Lakes roads.

Section 6: Bridgeport to Mono

Mile 106.5 - 144

The proposed route was on open and easy-to-ride dirt roads. The optional spur to Upper Town is not recommended due to its remote nature and lack of added value. Travel through Bodie State Park was a highlight, with all roads in excellent condition. While some cattle and OHV traffic were present, this was expected for the area and did not pose significant issues. Both HWY 167 and Cemetery Road were smooth and easy to navigate.

Section 7: Mono Lake and Lee Vining

Mile 144 – 150

The proposed route was not viable, as the road faded near the power lines and river crossings appeared unofficial and difficult to navigate.

An alternative route successfully used HWY 395 for a segment, then transitioned to dirt roads near the Mono Lake visitor center, providing a fun and engaging ride into town.

Section 8: Lee Vining to Mammoth

Mile 150 - 195

A significant change was required near the Mobil station, as the initial route's roads after the river crossing no longer existed, and other nearby roads were strictly private. A better alternative is to continue past the Mobil station to HWY 395, cross the HWY, ride on dirt roads south for several hundred yards, then cross back to access Horseshoe Meadow, follow Old State HWY OHV south before connecting west to Aqueduct road. The upper aqueduct road offers an enjoyable ride. The current route from Grant Lake to June Lake could benefit from enhancements to make it more engaging, however, an alternative option via HWY 120 was explored and found not ideal due to deep sand and windy conditions. The route from June Lake to Mammoth was excellent as originally proposed, providing a smooth and enjoyable ride. This section stands out for its great routing and fascinating geological and LADWP context.

Section 9: Mammoth to Mesa

Mile 195 - 232

Section to and by Crowley Lake is good - it is very pretty from Crowley to Toms Place but this area is a bit of a route-finding section in Little Round Valley, where the route crosses a wetland field going from dirt road to grasses to single track by HWY 395, then popping out by Toms Place. The route using either Rock Creek Road or single track to the alternative dirt road section down to Mesa was preferred.

Section 10: Mesa to Bishop

Mile 232 – 244

Crossing the Owens River presents some challenges. While there are a few potential routes, the preferred option follows Chalk Bluff Road, which provides scenic views of the main arm of the river and crosses over established concrete bridges. This section offers a unique opportunity to learn about the local geology and the southern valley, enhancing the overall experience. The route through Round Valley and along the southern edge of the Owens River was also scouted and has been left in as an alternative option.

Section 11: Bishop to Big Pine

Mile 244 – 267

The mapped section from Bishop to Big pine provide passable single track and OHV trails, however the route could benefit from additional signage from the many crossing roads. Following along the road south by Wilkerson, Keaough, and into Big Pine provides a flat and easy route.

**This route was recognized to follow Chipmunk Canyon, which is currently un-inventoried - as such, the route*

following the Bishop Canal pedestrian route was selected as a way to connect to Wilkerson and back to OHV roads that lead down Big Pine.

Section 12: Big Pine to Independence

Mile 267 – 298

Heading south from Big Pine, the route offers an enjoyable trail around Crater Mountain. Continuing south, the roads through Onion Valley, near the lava tubes, and through Aberdeen provide a smooth ride with several points of interest. Highlights include the lava tubes, old mining infrastructure, agricultural fields, and the chance to encounter a herd of Tule Elk.

Section 13: Independence to Lone Pine

Mile 298 – 327

Looping wide of Independence, the route follows a smooth dirt road, with an easy crossing of Symes Creek via a dirt culvert bridge. The descent toward Manzanar takes you adjacent to property. Additional outreach is recommended to ensure this route is permissible. The highlight of this segment is the ride from Manzanar to Alabama Hills, particularly the route along the cliffs due to its geological interest and well-compacted roads.

Whitney Portal Road is currently undergoing construction, so Tuttle Creek Road was chosen as an alternative route into Lone Pine, offering a smooth and enjoyable ride.

Lone Pine South

This segment is not recommended as part of the Towns to Trails Alignment due to the flat, windy, and ongoing construction along HWY 395, and lack of services. Accommodations and amenities for travelers are extremely limited. Recommended to end the route at Lone Pine instead for now.

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4. Existing Planning Document Review

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
USFS	Alpine	General - Mgmt Plans	Eldorado National Forest Land and Resource Management Plan, 1989 and all amendments	https://www.fs.usda.gov/d
USFS	Alpine	General - Mgmt Plans	Stanislaus National Forest, Forest Plan Direction, March 2017	https://www.fs.usda.gov/In
USFS	Alpine	Outdoor Rec - Plans	Recreation Standards and Guidelines, Stanislaus National Forest, Sept. 1998	https://www.fs.usda.gov/In
Alpine County	Alpine	General - Mgmt Plans	Alpine County General Plan, March 2017	https://www.alpinecountyc
USFS	Alpine & Mono	General - Mgmt Plans	Toiyabe National Forest Land and Resource Management Plan 1986	http://www.fs.usda.gov/Int
City of Bishop	Inyo	General - Mgmt Plans	Bishop Downtown Plan	https://www.dropbox.com/
City of Bishop	Inyo	Outdoor Rec - Plans	City of Bishop Recreation Webpage	https://www.cityofbishop.c
Inyo County	Inyo	Outdoor Rec - Plans	Big Pine Paiute Clean Mobility Needs Assessment	https://drive.google.com/fi
Inyo County	Inyo	General - Mgmt Plans	Big Pine Paiute Clean Mobility Needs Assessment	https://drive.google.com/fi
Inyo County	Inyo	General - Mgmt Plans	General Plan Annual Progress Report, 2022	https://www.inyocounty.us

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
management, environmental protection	Includes: long range goals and policies for 10 year period, Cole Creek, North Fork of Mokelumne River and Blue Creek/Deer Creek are conserved for outdoor rec, forestry biological and cultural resource protection and grazing	Camp Silverado recreation site development project
recreation, spectrum, non motorized	A spectrum of recreation areas (p50) allowing specific uses with regards to wheeled/motorized vehicles. large scale plan no specific projects	None.
trail, recreation	Analysis of 3 separate trails: Bear Valley/Lake Alpine Trail, Highland Lakes Road, Sourgrass Rec Area	None.
recreation, bicycle, pedestrian, recreation areas, conservation, land use, circulation, economic development	Considers recreation essential for economic vitality. Bike and Ped facilities should be considered where reasonable.	Land use areas on PDF pages 90-104 (as needed).
recreation	Recreation section on IV-13, trails will be managed to Level IV standards	None.
bicycle, pedestrian, alternative transportation, active transportation	This document highlights the priorities of improving the walking and biking environment and establishing a cohesive downtown character. It details existing and desired bike and pedestrian elements.	This could be mapped if desired.
LADWP, recreation areas	Bishop City Park land leased from LADWP	None.
Eastern Sierra Transit Authority, sidewalks, bicycle, placemaking, wayfinding,	This document provides a transportation assessment of Big Pine. See PDF page 44 for a list of project recommendations.	See page 44 for a list of project recommendations to map as needed.
bike plan, pedestrian plan	<ul style="list-style-type: none"> • P41 has a map of improvements. There is a proposed Class I bikeway along Big Pine Canal, and Class I bike ways to connect it from Main St • This document provides a transportation assessment of Big Pine. See PDF page 44 for a list of project recommendations. 	See page 44 for a list of project recommendations to map as needed.
active transportation, bicycle, pedestrian, trail, safe route, adventure trails, water trail	<ul style="list-style-type: none"> • The County is planning the Olancho Bypass Corridor Study between Cartago and Olancho for active transportation. • Inyo County LTC is in the process of updating its Active Transportation Program Plan, including bicycle, pedestrian, recreational trails, and safe routes to schools elements. (PDF pages 17-18). • The Legislature extended the pilot Eastern Sierra ATV Adventure Trails System Project through January 1, 2025. (PDF page 18). • Provides an update on the Inyo/LA Long Term Water Agreement (PDF page 19). • Provides an update on the Owens River Water Trail, east of Lone Pine. (PDF page 21). 	<ul style="list-style-type: none"> • Olancho Bypass Corridor Study • Eastern Sierra ATV Adventure Trails System • Owens River Water Trail • NB: We'll need to source maps of these projects outside of this document.

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
Inyo County	Inyo	General - Mgmt Plans	General Plan Annual Progress Report, 2021	https://www.inyocounty.us
Inyo County	Inyo	General - Mgmt Plans	Inyo County General Plan, 2001	https://www.inyocounty.us
Inyo County	Inyo	General - Mgmt Plans	Olancho Cartago Corridor Study, 2020	https://www.inyocounty.us
Inyo County	Inyo	Outdoor Rec - Plans	State of the Inyo County Parks and Campgrounds, 2020	https://www.inyocounty.us
Inyo County	Inyo	Outdoor Rec - Plans	Inyo County Recreational Trails Element of the Inyo County LTC Active Transportation Plan (2015) Chapter 5: Recreational Trails Element	http://www.inyoltc.org/pdf
Inyo County	Inyo	Outdoor Rec - Plans	Lower Owens River Recreation Use Plan (LORP)	https://www.inyowater.org

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
active transportation, bicycle, pedestrian, trail, safe route, adventure trails, water trail	This document provides historical information about the Regional Transportation Plan (page 25) and the Active Transportation Program Plan (page 17). It details the Adventure Trails System (page 17). Inyo County received two state grants to construct the Owens River Water Trail (page 20).	Same elements as the General Plan Annual Progress Report from 2022.
land use, tourism, scenic highway, bicycle, trail, visual resources, cultural resources, traffic noise, railroad, recreat, agency coordinat, backcountry, human use, trail	This document sets policy goals for collaboration with federal agencies, recreation access, transportation, and recreation. See page 33 for the Guide to Inyo County Communities.	None.
safety, recreation, economic development	This plan aims to improve traffic safety, expand transportation options, connect to nearby recreational assets, and promote the economic stability of Olancho, Cartago, and the area in between.	Bike lanes and recreation connection opportunities.
ongoing projects, potential projects, park, campground	This document reports on typical use, completed projects, and ongoing projects at county recreation facilities.	None.
recreation, trail	This document describes several routes through Inyo County towns that should be developed. " [...] transportation funding sources are only available for projects that are "utilitarian" in nature. A utilitarian project typically improves travel to work or school. The Recreational Trails Program funding can be used for other important projects which are not utilitarian such as construction or rehabilitation of trails/trailhead facilities for hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles as well as easement acquisition and educational programs. "	None.
multi-use trail, tribe, rancher, cultural resource	A recreation plan written by Inyo County with input from LADWP and community stakeholders. The Owens River Trail is a multi-use trail running most of the length of the river. See document page 27 for a map of preferred recreation types and locations along the Owens River. For the most part, these sites are east of the 395 and any towns. This document sets goals for recreation use planning, including minimizing conflict among recreation users, resource protection, water facility operations, and ranching. It aims to direct recreation users to lower impact areas and provide rules and responsibilities for recreationists. The document imagines a multi-use trail running along the Owens River from the Fish Hatchery/Upper Twin Lake to the Boulder Creek RV Resort south of Lone Pine. There will be signage along Hwy 395 to direct travelers to gateway points. See pages 49-54 for details on stakeholder concerns and key principles of management.	Project elements on page 35.

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
NPS	Inyo	General - Mgmt Plans	Manzanar National Historic Site General Management Plan and Environmental Impact Statement, 1997	https://www.nps.gov/manz
LADWP	Inyo & Mono	Outdoor Rec - Plans	LADWP - Owen's Valley Land Management Plan, 2010	https://www.inyowater.org
LADWP	Inyo & Mono	Outdoor Rec - Plans	LADWP Eastern Sierra Recreation Website	https://www.ladwp.com/la
LADWP	Inyo & Mono	General	Inyo County/LADWP Long Term Water Agreement (1991)	https://www.inyowater.org
LADWP	Inyo & Mono	General	Owens Lake Master Project: Transitioning to Waterless and Water-wise Solutions (2013)	https://www.ladwp.com/cs
USFS	Inyo & Mono	General - Mgmt Plans	Inyo National Forest Land Management Plan, 2019	https://www.fs.usda.gov/In
Mono	Mono	General - Mgmt Plans	DRAFT Mono County Overall Work Program Fiscal Year 2023/2024	https://www.dropbox.com/

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
circulation, trail	Manzanar NHS's management priority is active preservation. See the "Circulation and Parking" section for information about internal circulation and connectivity with Hwy 395.	None.
Recreation Management Habitat Conservation Planning Cultural Resources Management Grazing Hiking Biking Camping	<ul style="list-style-type: none"> • See Chapter 4 for information about recreation management. • In general, providing recreation on City-owned land is a priority. • NB: We should review this document during BIRPI planning. • See PDF page 217 for a discussion of recreation management opportunities, concerns, and tools. • See PDF page 220 for a list of proposed projects for areas of specific recreation management concern. 	None.
campground, park, USFS, BLM, LADWP, ranger station, local contact info	<p>This website states that about 75% of LADWP-owned land is open to recreation. Some land is not open to the public because its leased out for agricultural and livestock purposes.</p> <p>Campgrounds, Parks, Visitor Centers + contact phone numbers for various entities, including: USFS, BLM, Ranger Stations, LADWP Bishop office</p>	None.
recreation, campground, park	This document is a joint long-term management plan between Inyo County and LADWP, resulting from lawsuits. Lands classified as "Type E" are available for recreation. LADWP will provide funding to Inyo County to rehabilitate existing parks and recreational facilities on LADWP-owned lands, including campgrounds. The County will rehabilitate and develop new parks, campgrounds, and facilities. The Pleasant Valley Campground will be among the first facilities considered for rehabilitation. LADWP must also make annual payments to the general funds of Inyo County and the City of Bishop.	None.
public, tourism, economic development, access, cultural resources	This document outlines dust control measures, trail and biodiversity plans, beyond low-level flooding with drinking water. It provides guidance on public access with regard to areas of cultural importance and roadways and parking areas. See pages 9-10 for concept sketches of visitation amenities.	None.
community, ecology, recreation, outreach	Relevant chapters: Management areas, local communities, infrastructure, tribal relations, cultural resources, conservation watersheds, at-risk species, recreation opportunity, sustainable recreation, proposed and possible actions, partnership focus	<ul style="list-style-type: none"> • Sustainable recreation management areas • Strategic fire management zones • Grazing allotments • Wild & scenic rivers: designated and eligible
trail, OHV, bicycle, pedestrian	<ul style="list-style-type: none"> • Mono County has deployed trail counters. • See PDF page 35 for a discussion of trail planning at Mountain Gate Park, and in the Walker/Coleville area. <p>Trail planning in the greater Long Valley area and Bridgeport/Antelope Valleys is a priority.</p>	None.

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
Mono County	Mono	Outdoor Rec - Plans	Proposed Eastern Sierra Regional Trail for Mono County	https://www.dropbox.com/
Mono County	Mono	Outdoor Rec - Plans	June Lake Loop Active Transportation Plan (2023)	https://monocounty.ca.gov
Mono County	Mono	General - Mgmt Plans	Mono County General Plan, 1992	https://monocounty.ca.gov

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
trail, non-motorized, bicyclists, pedestrian, equestrian	This document introduces two trail concepts for an Eastern Sierra Regional Trail that would run from Topaz Lake to Round Valley over 350 miles. The Historic Trail would link historic roads, railroads, and canals. The Community trail is a more indirect connection between communities. The two trails are defined along seven sections.	<ul style="list-style-type: none"> • Map the Historic and Community trails. • See the high-level map on page 2. • See the route descriptions on PDF pages 6-10. • See the detailed maps (as needed) on pages 11-165.
bicycle, pedestrian	Provides recommendations for MUPs, bicycle lanes, crosswalks, etc. along the June Lake Loop (Hwy 158).	<p>As needed:</p> <ul style="list-style-type: none"> • Proposed MUPs, on 158 leading into town and between town and the ski area and the ski area and the southern end of Grant Lake • Proposed bike lanes (class 2), mainly on the north side of June and Gull lakes • Proposed bike routes (class 3), in the residential streets
ownership, authority, recreation, public lands	<ul style="list-style-type: none"> • Chapter: Conservation/ Open Space Element - II. Issues/ Opportunities/ Constraints • Approximately 94% of the land in Mono County is publicly owned; approximately 88% of the public land is federally owned. • Managed by USFS, BLM, the CDFW, the State Lands Commission, LADWP, Humboldt-Toiyabe and Inyo national forests • Forests managed to provide outdoor recreation opportunities, grazing opportunities, and to protect the natural resources. The County has no planning authority on those lands. • LADWP lands are used for grazing and outdoor recreation. • The County has planning authority on those lands except for activities directly relating to LADWP's public utility purpose. • One of Mono County's main concerns about open space is coordinating County policies with the land use policies of the agencies managing the public lands. The County is also concerned about the impacts of federal open space policies on county resources. 	None.

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
Mono County	Mono	General - Mgmt Plans	2019 Mono County Local Transportation Commission Regional Transportation Plan.	https://monocounty.ca.gov
Town of Mammoth Lakes	Mono	General - Mgmt Plans	Town of Mammoth Lakes General Plan, Sept. 2019	https://www.townofmammoth.com
Town of Mammoth Lakes	Mono	Outdoor Rec - Plans	Town of Mammoth Lakes Walk, Bike, Ride Action Plan, June 2017	https://www.townofmammoth.com
ESCOG - Eastern Sierra Council of Governments	Regional	General - Mgmt Plans	Resolution No. 20-03 ESCOG: Sustainable Recreation and Ecosystem Management Program of Work	https://escog.ca.gov/wp-content/uploads/2020/04/20-03-ESCOG-Sustainable-Recreation-and-Ecosystem-Management-Program-of-Work.pdf
ESCOG - Eastern Sierra Council of Governments	Regional	General - Mgmt Plans	Resolution No. 2022-12 ESCOG: Community Economic Resiliency Fund Pilot Program	https://escog.ca.gov/wp-content/uploads/2022/12/2022-12-ESCOG-Community-Economic-Resiliency-Fund-Pilot-Program.pdf
ESSRP - Eastern Sierra Sustainable Recreation Partnership	Regional	General	ESSRP Prospectus for Future Investments	https://www.mltpa.org/images/stories/ESSRP_Prospectus.pdf

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
trail, bicycle transportation	<ul style="list-style-type: none"> • See page 97 (PDF page 106) for the Active and Non-Motorized Transportation goals, policies, and objectives. • See page 206 (PDF page 264) for the Mono County Trails Plan. • See page 221 (PDF page 279) for a description of the Eastern Sierra Regional Trail (ESRT), which would connect Topaz Lake to Round Valley. This document describes needed route improvements and additions. • See page 225 (PDF page 283) for the Mono County Bicycle Transportation Plan, including proposed projects. • NB: I looked at the Mono County LTC Regional Transportation Improvement Program documents from 2020-2022. There are no substantial mentions of recreation or trails. 	Bike facilities maps starting on PDF pages 332-338
Zoning, complete streets, prioritizing pedestrians + bikes, trail system, recreation, year-round network, enhance ecosystem, climate adaptation, timeline/ action plan, recreation plan in development	See PDF page 52 for the section on parks, open space, and recreation. In particular, the P.5 Goal "GOAL: Link parks and open space with a well-designed year-round network of public corridors and trails within and surrounding Mammoth Lakes" relates well to Towns to Trails.	<p>As needed:</p> <ul style="list-style-type: none"> • Previous fire maps • Figure 4 (PDF page 36) defines the planning area, municipal boundary, and urban growth boundary
feet first plan, mobility, transit, walk, hike, bike	<ul style="list-style-type: none"> • Proposed mobility loop on Main St to The Village • Proposed connection from Old Mammoth Road to Meridian • Proposed hike and bike route connection from Mammoth Rock trail to Shady Rest and continuing, p7 	<ul style="list-style-type: none"> • Planned Sharp #S10 • Planned Knolls Loop • Planned Sharp #S6 (see pdf map on p7 or contact Alta for GIS file)
natural resources, sustainable outdoor recreation	<ul style="list-style-type: none"> • ESCOG "...shall seek to integrate responsible Ecosystem Management, natural resources conservation, sustainable outdoor recreation, and economic development..." (PDF page 4). • ESCOG shall be empowered to seek funding, retain staff, make recommendations about project feasibility and implementation, enter into long term contracts, etc. in pursuit of this program. (PDF page 4). 	None.
economic development	<ul style="list-style-type: none"> • ESCOG shall "coordinate and engage with regional economic development opportunities in collaboration with Member Agencies" through the CERF and CEDS development processes and other Member Agency efforts. (PDF page 2). 	None.
investment	This document lays out the priorities of the ESSRP.	None.

Jurisdiction	County/Closest County	Data Category	Document Title/Description	Data Source
ESTA	Regional	General - Mgmt Plans	Eastern Sierra Transit Authority Short-Range Transit Plan and Coordinated Transit-Human Services Transportation Plan (2022)	https://www.estransit.com
NPS	West of Mono	General - Mgmt Plans	DRAFT of Devils Postpile National Monument General Management Plan and Environmental Assessment, Jan. 2015	https://parkplanning.nps.gov
NPS	West of Mono	General - Mgmt Plans	Finding of No Significant Impact (FONSI) for the Devils Postpile National Monument, Jan. 2015	https://parkplanning.nps.gov

Keywords/Tags	Key Takeaways	Projects To Map (if applicable)
bicycle, trail, trailhead, hiking season	<ul style="list-style-type: none"> • A summary of state & regional transportation plans starts on document page 19. • See page 22: there are plans to implement bicycle and pedestrian access in Lone Pine. • See the summary of statewide and regional transportation planning documents. (PDF pages 27-35). • There are ongoing bicycle lane projects in Inyo County (PDF page 30). • See page 134 for a discussion of ESTA trailhead service. • See PDF page 142 for a discussion of expanding trailhead transit access. "In sum it is recommended that ESTA not pursue new trailhead shuttle services 'on its own.'" • See Chapter 16 (starting on PDF page 169) for a set of strategies for improving the benefits and effectiveness of ESTA services in Mammoth, Bishop, and along Hwy 395." 	Current ESTA bus routes.
air quality, non motorized, management zones, trails	Emphasis on encouraging non motorized transportation within the park due to air quality and noise pollution.	None.
connecting, people and heritage, partnerships, gateway, low impact recreation, trail connections	No significant impact on park or environment	None.

5. Outreach and Engagement Materials

Public workshops were advertised via email, social media, and flyers shown here.

Facebook Event Page

The screenshot shows a Facebook event page for 'Towns To Trails Plan'. The event is titled 'Towns To Trails Plan' with a subtitle 'PUBLIC MEETING - JUNE 29'. The date is 'THURSDAY, JUNE 29, 2023 AT 6 PM'. The event is categorized as 'Online event'. The page includes tabs for 'About' and 'Discussion'. The 'About' tab is selected, showing details about the event. The details section states that the event is by 'Mammoth Lakes Trails and Public Access Foundation (MLTPA)' and is a 'Public' event. It describes the project as a regional sustainable recreation priority back in 2021 as part of the Sustainable Recreation & Tourism Initiative. The event is a Virtual Public Kick Off Meeting on Thursday, June 29, 6:00PM-7:00PM. A registration link is provided: <https://www.eventbrite.com/e/658025831977>. The event is marked as 'Online'.

Facebook Posts

This Facebook post from MLTPA, published by Kristy Purvis Williams on June 25 at 11:02 AM, announces the 'Towns to Trails Plan Kickoff Public Meeting' on June 29. It states that the project was identified as a regional sustainable recreation priority back in 2021 as part of the 1238P Sustainable Recreation and Tourism Initiative. The post includes a registration link: <https://www.eventbrite.com/e/658025831977>. The post features a video thumbnail with the text 'TOWNS TO TRAILS PLAN KICKOFF PUBLIC MEETING JUNE 29 REGISTRATION OPEN'.

This Facebook post from MLTPA, published by Kristy Purvis Williams on June 25 at 5:02 PM, announces the 'Towns to Trails Plan Kickoff Public Meeting' on Thursday, June 29, 6:00-7:00 PM. It states that the project was identified as a regional sustainable recreation priority back in 2021 as part of the 1238P Sustainable Recreation and Tourism Initiative. The post includes a registration link: <https://www.eventbrite.com/e/658025831977>. The post features a video thumbnail with the text 'TOWNS TO TRAILS PLAN THIS THURSDAY JUNE 29 REGISTRATION REQUIRED'.

This Facebook post from MLTPA, published by Kristy Purvis Williams on June 30 at 5:44 AM, announces the 'Towns to Trails Plan Kickoff Public Meeting' on Thursday, June 29. It states that the project was identified as a regional sustainable recreation priority back in 2021 as part of the 1238P Sustainable Recreation and Tourism Initiative. The post includes a registration link: <https://www.eventbrite.com/e/658025831977>. The post features a video thumbnail with the text 'TOWNS TO TRAILS PLAN'.

Instagram Posts



Event Flyer

**The Eastern Sierra
TOWNS TO TRAILS PLAN
Needs Your Input!**

Join us for in-person stakeholder meetings by county to discuss trail opportunities, explore potential alignments, and identify connections between communities and surrounding public lands. Opportunities and challenges derived from these discussions will be utilized in subsequent trail planning efforts and shared in a forthcoming series of stakeholder meetings. Please join us – all are welcome!

www.townstotrails.org for more information and to register!

BISHOP
August 21, 2023, 5:30 – 7:30 p.m.
Inyo County Stakeholder Meeting
Cerro Coso Community College
4090 W Line St, Bishop, CA

MAMMOTH LAKES
August 23, 2023, 5:30 – 7:30 p.m.
Mono County Stakeholder Meeting
Mono County Civic Center
1290 Tavern Road, Mammoth Lakes, CA

MARKLEEVILLE
August 24, 2023, 5:30 – 7:30 p.m.
Alpine County Stakeholder Meeting
Turtle Rock Park Community Center
17300 State Route 89, Markleeville, CA

ALSO...
THE BUTTERMILK AREA PROJECT
If you are familiar with the Buttermilk area, please also join us for a similar yet separate effort called the Buttermilk Infrastructure & Recreation Planning Initiative. "BIRPI" is a stakeholder driven, collaborative effort to prepare a high-level recreational planning document for the Inyo County based project area, which includes the greater Buttermilk area, the Buttermilk Boulders, Pine Creek Canyon climbing area trailheads, and the Happy and Sad Boulder trailheads.

There will be an in-person "BIRPI" specific meeting on August 22 in Bishop, CA.
www.escog.ca.gov/buttermilk
BIRPI is funded through a grant from the National Fish and Wildlife Foundation.



TOWNS TO TRAILS PLAN

alta | Sierra Nevada Conservancy | MLPA

Funding for this project (Towns To Trails Plan) has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68).





Eastern Sierra Council of Governments Joint Powers Authority

April 30, 2025

Patricia Robertson
Eastern Sierra Community Housing
PO BOX 260
Mammoth Lakes, CA 93546

RE: Support Eastern Sierra Community Housing's Affordable Housing and Sustainable Communities (AHSC) Application for the Silver Peaks project

Dear Ms. Robertson,

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region.

The Eastern Sierra region has a shared housing deficit, caused in part by the predominance of federally and other non-local government owned lands in Inyo and Mono Counties, and exacerbated by the region's rurality. In particular, there is a critical need for affordable and workforce housing throughout the region. ESCOG commends the partnership between Eastern Sierra Community Housing, the City of Bishop and Inyo County to identify an ideal, centrally located site to provide quality housing for Eastern Sierra residents. ESCOG fully supports the submission of the Affordable Housing and Sustainable Communities application.

The Eastern Sierra Community Housing AHSC applications supports the City of Bishop's vision for denser, affordable, infill housing, as well as improvements to bicycle, pedestrian, and transit systems. Affordable housing at Silver Peaks, 935 Spruce Street, will provide future residents with pedestrian and bike access to downtown Bishop as well as access to the citywide and regional transit systems to take them to more distant destinations. The project also includes several much-needed transportation improvements which will benefit both future project residents and the community as a whole, including bike and pedestrian network

and pioneering new micro transit and shared mobility systems.

The project's location and amenities will ensure that future project residents, as well as other local community members, are safer on the street and are less reliant on personal vehicles.

We particularly appreciate ESCH's extensive engagement with stakeholders and the public over the last several years. ESCH has developed this project through a collaborative process with public outreach along with consultation with regional stakeholders, including ESCOG.

The Silver Peaks project represents a significant affordable housing development with regional benefits to address the Eastern Sierra's critical housing needs. We believe strongly in this project and advocate for a full award.

Please feel free to reach out to Elaine Kabala, ESCOG Executive Director, at 760-878-8800 or at ekabala@escog.ca.gov if you have any questions or concerns.

Sincerely,

Stephen Muchovej
Chair, Eastern Sierra Council of Governments



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

STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Executive Director
Subject: 1) Approve Subaward Agreements between the Sierra Business Council and the Eastern Sierra Council of Governments for Sierra Jobs First Catalyst Funding Awards and Authorize the Executive Director to Negotiate and Execute the Agreements:

- a) Subaward Agreement No. SBC-2025202 "Business Resource Center Catalyst Program"
- b) Subaward Agreement No. SBC-2025203 "Chipmunk Canyon Existing Conditions Analysis"
- c) Subaward Agreement No. SBC2025204 "Eastern Sierra Regional Collaborative Capacity Incubator"

2) Authorize the Executive Director to Prepare and Issue Requests for Proposals for Consultants and Contractors to Execute the Scope of Work for the Subaward Agreements

Meeting date: April 30, 2025

Prepared on: April 24, 2025

Attachments:

- A) Subaward Agreement No. SBC-2025202 "Business Resource Center Catalyst Program"
- B) Subaward Agreement No. SBC-2025203 "Chipmunk Canyon Existing Conditions Analysis"
- C) Subaward Agreement No. SBC2025204 "Eastern Sierra Regional Collaborative Capacity Incubator"
- D) Press Release for Sierra Jobs First Project Awards

BACKGROUND:

At the December 13, 2025 ESCOG Board meeting, your Board provided direction for staff to submit three California Jobs First Catalyst grant applications to the Sierra Jobs First Governing Council:

1. Programming Funding for the Eastern Sierra Small Business Resource Center
2. The Chipmunk Canyon Existing Conditions Analysis
3. The Eastern Sierra Regional Collaborative Capacity Incubator

All three applications were provided partial awards. The Governing Council did not award any funding for personnel costs, however the awards include 10% overhead for project administration.

ANALYSIS:**Start-up Programming Funding for Eastern Sierra Small Business Resource Center**

The Eastern Sierra Small Business Resource Center (SBRC) vision is to directly support local businesses through access to knowledge and resources, one-on-one technical assistance, networking, collaboration space, and enhancement of the region's entrepreneurship ecosystem. The catalyst funding will support the launch of high-quality programming and business development services as the SBRC opens its doors, providing support for the initial 18 months of services while the SBRC builds capacity and long term financial sustainability. The program will be implemented by the Eastern Sierra Small Business Development Center's Executive Director (employed by the Sierra Business Council (SBC)). ESCOG will provide grant administration and programmatic oversight to align business and workforce development with other regional economic development activities, specifically focusing in forestry, sustainable recreation, environmental planning, and sustainable agriculture. Staff has prepared a Memorandum of Understanding between the ESCOG and the SBC defining roles and responsibilities.

Programming objectives include:

- 2 Youth Entrepreneur Pitch Camps
- 60 hours per month of 1:1 Technical Assistance for small businesses and entrepreneurs
- 2 live workshops per month, aimed at small business or specific industries
- Capacity to develop a construction trades mentorship program
- Capacity to begin development of an Angel Investor Network
- The development of a financial sustainability plan

Chipmunk Canyon Existing Conditions Analysis

Chipmunk Canyon is an informal trail network spanning Bureau of Land Management (BLM), Inyo National Forest (INF) and Los Angeles Department of Water and Power (LADWP) lands located southwest of Bishop, CA. The area receives an estimated 6,000 visits per year; however, the network has not undergone any formalized NEPA or CEQA analysis allowing agencies to permit recreational use in the area. Budget and capacity constraints have prevented agencies from being able to conduct legally required trail planning and environmental review to permit Chipmunk Canyon's use and development as a recreation destination. Chipmunk Canyon is a segment of the ESCOG Towns-to-Trails regional trail plan.

The project will develop an existing conditions analysis of the informal trail network to inform required environmental review to formalize appropriate trails, identify and plan for appropriate recreation amenities, engage with Tribes and interested communities parties to inform the project area and desired outcomes. Staff has met with BLM, USFS, and LADWP representatives to ensure support and interjurisdictional collaboration for the scope of the project.

Specifically, project objectives include:

- Define project area
- "Groundtruth" existing data on use trails
- Conduct use analysis and establish traffic data
- Conduct Tribal and public engagement
- Identify funding mechanisms for implementation

This project will be completed through a combination of specialist consultants and contract staff support to the ESCOG. The ESCOG would like to request a budget increase from the Sierra Jobs First Governing Council to provide funding to support federal staff participation. Staff is finalizing a specific scope of work in partnership with land management agencies.

Eastern Sierra Regional Collaborative (ESRC) Capacity Incubator

The ESRC capacity incubator project intends to expand the existing ESCOG SREMP program in the Eastern Sierra region to build collaboratives to facilitate strategic planning and implementation capacity in the areas of land tenure management, sustainable recreation, climate, and agriculture. The project intends to build better interjurisdictional and cross-sector collaboration to increase coordination for regional project funding and implementation.

Objectives include:

- Developing a shared vision for recreation, forestry and wildfire, sustainable agriculture and other intersecting economic sectors.

- Strengthening regional capacity through organizational mapping and assessing organizational readiness, capacity and partnership opportunities.
- Facilitating Cross-Sector Collaboration between recreation, forestry and agricultural agencies, organizations and stakeholders.
- Identifying and prioritizing implementable, high-impact initiatives aligned with regional needs and strengths.
- Exploring governance and funding frameworks, including development of a project prioritization framework and consideration of public / non-profit partnerships
- Integrate workforce development strategies to build local career pathways in sustainable recreation, conservation, agriculture, and cultural tourism.

This project also includes dedicated funding to activate the strategies presented in the 2017 Agriculture in Inyo and Mono Counties Economic Profile, including identifying strategies for diversifying beef and alfalfa production (including value added products), identifying barriers and opportunities for agriculture tourism, and quantifying ecosystem services provided through agriculture in the Eastern Sierra

This project will be strengthened through the inter-jurisdictional collaboration and project planning under the Chipmunk Canyon Existing Conditions Analysis, as well as collaboration with the Small Business Resource Center for strengthening regional partnerships and collaboration in key economic sectors.

This project will be completed through a combination of specialist consultants and contract staff support to the ESCOG.

Funding Awards

The full budgets are included in attachments A, B and C, respectively.

Application	Total Award	ESCOG Administration
Business Resource Center Programming	\$201,850	\$18,350
Chipmunk Canyon Existing Conditions Analysis	\$171,500	\$17,150
ESRC Capacity Incubator	\$253,000	\$23,000

BUDGET IMPACTS:

All work completed under these agreements will be reimbursed by the corresponding grant funding.

LEGAL REVIEW:

ESCOG Counsel John-Carl Vallejo has reviewed this item and found that it complies with the law.

RECOMMENDATION:

- 1) Approve Subaward Agreements between the Sierra Business Council and the Eastern Sierra Council of Governments for Sierra Jobs First Catalyst Funding Awards and Authorize the Executive Director to Negotiate and Execute the Agreements:
 - a) Subaward Agreement No. SBC-2025202 “Business Resource Center Catalyst Program”
 - b) Subaward Agreement No. SBC-2025203 “Chipmunk Canyon Existing Conditions Analysis”
 - c) Subaward Agreement No. SBC2025204 “Eastern Sierra Regional Collaborative Capacity Incubator”
- 2) Authorize the Executive Director to Prepare and Issue Requests for Proposals for Consultants and Contractors to Execute the Scope of Work for the Subaward Agreements



SUBAWARD AGREEMENT

This Subaward Agreement (“Subaward”) is entered into this 1st day of April, 2025 (“Effective Date”) by and between Sierra Business Council, (“SBC”), a California 501(c)(3) nonprofit corporation and **Eastern Sierra Council of Governments “ESCOG”** (“Subrecipient”) for the purpose of providing funding support to the Subrecipient for the provision of services under the terms and conditions as defined below. SBC and Subrecipient may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. SBC has received a grant award from the State of California Employment Development Department (“Sponsor”) for the California Jobs First, Catalyst Program (“Project”).
- B. SBC has the authority to subaward and disburse funds from the Project to the Subrecipient and set the terms and conditions outlined below.
- C. Subrecipient represents to SBC that it understands this is a Cost-Reimbursable Subaward, as described in Section 3 hereof.
- D. Subrecipient represents to SBC that it is fully qualified and eligible to receive the funds awarded to it as part of this Subaward.
- E. Subrecipient represents to SBC that it understands and will comply with all requirements, including subsequent guidance, issued by the Sponsor for the Project.
- F. This Subaward shall govern the performance of Subrecipient’s services related to the Project.

SUBAWARD

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

1. **Scope of Work.** Subject to the terms and conditions set forth in this Subaward, Subrecipient shall complete the tasks and activities described in Exhibit A: “Scope of Work” attached hereto (“Services”).

The Subrecipient shall fulfill all assurances, declarations, representations, and statements made by the Subrecipient in their Proposal, amendments there to, approved modifications thereof, and communications filed in its application for a Subaward, which is attached hereto as Exhibit E (“Proposal”).

2. **Term.** The period of this Subaward is April 1, 2025, through September 30, 2026, on which date this Subaward will automatically terminate unless terminated earlier. Any extension to this Subaward must be in writing and signed by signatories of SBC and Subrecipient.

3. **Reimbursement and Payment.**

- a. **Reimbursement.** Subrecipient shall be reimbursed on a cost-reimbursable basis, for actual costs incurred under this Subaward. Reimbursed costs shall not exceed a total of **Two Hundred One Thousand Eight Hundred Fifty Dollars (\$201,850.00)**. Costs and Expenditures shall be in accordance with the Budget in Exhibit B: “Budget Summary,” and

Attachment A

with the Sponsor's terms and conditions. It is understood that no substantial variations will be made to the budget without prior written approval by SBC.

The allowability of costs and cost allocation methods for Services performed under this Subaward must conform with SBC's and the Sponsor's policies, Subaward provisions, and Subrecipient's internal policies in effect on the start date of the Subaward.

b. Invoicing. The Subrecipient shall submit invoices and supporting documentation to SBC to receive reimbursement for expenditures incurred. Invoices shall be submitted monthly by the 15th of each month. Invoices may not be submitted more frequently than monthly.

A copy of the invoice shall also be emailed to SBC's accounting team at: accounting@sierrabusiness.org. The Subrecipient is required to provide detail to support all budget categories, and documentation to support the expenditures invoiced.

All invoices must:

1. Show costs in U.S. Dollars;
2. Be dated;
3. Be sequentially numbered;
4. State the billing service period;
5. Provide a current and cumulative breakdown of costs by major cost category in accordance with Exhibit B: "Budget Summary;"
6. Include the Subaward number; and
7. Include a statement certifying that the invoice is true and accurate, and expenditures claimed represent actual costs for work performed under this Subaward.

Invoices must be submitted even if there are \$0 expenditures for the reporting month.

The Subrecipient's final invoice under the Subaward shall clearly be marked "FINAL," shall comply with the above invoicing instructions, and must be submitted **NO LATER THAN** thirty (30) days after the Subaward end date or it may not be paid.

Invoices that do not comply with the above requirements may be returned without payment, or payment may be delayed. The Subrecipient shall have the right to correct and resubmit any rejected or returned invoices prior to the end of the Subaward.

Subrecipient shall use the invoice template provided by SBC.

c. Supporting Documentation. With every invoice, Subrecipient shall submit documentation to SBC supporting the expenditures billed on Subrecipient's invoice including:

1. Employee time tracking (i.e. timesheets);
2. Subcontractor invoices and supporting documentation;
3. Itemized Receipts; and
4. General Ledger Report supporting the transactions and amounts billed on Subrecipient's invoice.

Additional criteria and guidance may be provided by SBC upon the execution of the Subaward.

d. Payment. SBC shall reimburse Subrecipient for allowable costs, not more often than monthly and within 30 days **after** SBC receives the funds from the Sponsor for reimbursement of Subrecipient's invoice.

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All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

SBC retains the right to withhold or rescind payment for non-compliance with the terms and conditions of the Subaward or the Sponsor's policies including Subrecipient's failure to adhere to the invoice, supporting documentation, and reporting terms, or any unsatisfactory Services until such time the Services are performed satisfactorily or the Subrecipient is in compliance with all terms and conditions. SBC reserves the right to reject invoiced costs, in accordance with the terms and conditions of this Project. However, SBC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item or amount in dispute.

SBC will not reimburse the Subrecipient for costs identified as ineligible for funding. If funds have been provided for costs subsequently discovered to be ineligible, SBC may either withhold an equal amount from subsequent payments to the Subrecipient or require repayment of an equal amount to SBC by the Subrecipient.

SBC is not obligated to pay for any costs incurred by the Subrecipient prior to the date of commencement of this Subaward.

The closeout of this Subaward does not affect SBC's or the Sponsor's right to disallow costs and recover funds on the basis of a later audit or other review.

e. Travel Costs. Any travel costs will be paid on a cost reimbursable basis at the U.S. General Services Administration per diem rates when supported by receipts and approved by SBC. The Subrecipient shall not incur any travel costs unless the travel is in compliance with the Sponsor's restrictions or any other restrictions described in this Subaward. The Subrecipient shall not use Subaward funds for international travel.

f. Fiscal Requirements. The Subrecipient must establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of funds according to Generally Accepted Accounting Principles, other state regulatory requirements, and the direction of SBC and/ or Sponsor.

g. Sufficiency of Funds. This Subaward is contingent upon and subject to the availability of funds provided by the Sponsor. SBC, at its sole option, may terminate or suspend this Subaward, in whole or in part, without penalty or further payment being required, if (i) the Sponsor fails to make an appropriation sufficient to pay such obligation, or (ii) the Sponsor changes or decreases SBC's funding. Subrecipient will be notified in writing of such failure of appropriation or of such reduction or decrease.

4. Reporting Requirements.

a. Progress Report Meetings. SBC will conduct regular progress report meetings, which may take place in person, over a video conference platform, or by telephone.

b. Quarterly Progress Reports. The Subrecipient shall submit Quarterly Progress Reports no later than thirty (30) days after the end of the corresponding quarter. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Subrecipient's activities, milestones, and accomplishments achieved, relevant lessons learned, and any challenges or problems encountered in the performance of the work under this Subaward during the reporting period.

c. Expenditure Projection Report. On a quarterly basis, Subrecipient must submit a projection of expected expenditure costs for the next quarter.

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- d. **Subcontractor List.** With the first invoice and whenever the Subrecipient has a new Subcontractor, Subrecipient must submit a Subcontractor List providing the following information:
- a. Name of organization/business;
 - b. Amount of the subcontract;
 - c. Term (beginning and end date); and
 - d. Type of procurement process used to obtain subcontract.

Subrecipient shall use reporting templates provided by SBC.

Subrecipient agrees to a final closeout award call with SBC within 120 calendar days of the Subaward End Date. This closeout engagement may take place over a video conference platform, by telephone, or as a site visit.

5. **Procurement.** The Subrecipient's procurement processes must adhere to state and local requirements. Contracts with other entities for the acquisition of goods and services with funds provided under this Subaward must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations.

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

This Subaward does not create an employer-employee relationship between the Subrecipient and SBC and shall not in any way be construed to constitute the Subrecipient as an employee, agent, or representative of SBC.

Subrecipient acknowledges and agrees that Subrecipient and its employees have no rights, entitlements or claim against SBC for any type of employment benefits or workers' compensation or other programs afforded to SBC employees including paid vacation, sick leave, health insurance, and retirement plan participation.

Neither Subrecipient nor any of its officers, agents, representatives, employees, or volunteers shall, under any circumstances, have the authority to act for or to bind SBC to any contract or obligation, express or implied or to otherwise represent that SBC is in any way responsible for Subrecipient's acts or omissions.

7. **Tax Requirements and Responsibilities.** Subrecipient acknowledges it will be solely responsible for, and will timely file and pay, tax returns and income tax payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of any remuneration pursuant to this Subaward. No part of any remuneration will be subject to payroll tax withholding and payment by SBC including, but not limited to, federal income tax, state income tax, federal and state employment taxes, federal social security tax, and federal Medicare tax. In the event that it is determined by any taxing authority that SBC improperly failed to withhold and remit any taxes relating to the payment of compensation from SBC to Subrecipient, Subrecipient agrees to: (a) indemnify SBC, to the maximum extent permissible by law, for any and all cost(s) and expenses relating to such action, including, but not limited to, attorneys' fees, taxes (except the employer portion of any taxes, for example, FICA), penalties (including any penalties related to the employer portion of any taxes), and interest (including any interest related to the employer portion of any taxes) assessed against SBC by any tax authority, and (b) provide SBC, upon request, with a completed IRS Form 4669, Statement of Payments Received, and a completed EDD Form DE 938P, Claim for Adjustment or Refund of Personal Income Tax, attesting that Subrecipient reported such compensation received from SBC to the tax authorities. Lastly, Subrecipient agrees to provide SBC with a completed Form W-9, Request for Taxpayer Identification Number and Certification prior to

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SBC's first payment to Subrecipient. SBC shall issue Subrecipient an IRS Form 1099 each year, as appropriate, in accordance with its regular business practices and applicable law.

- 8. Monitoring and Audits.** SBC reserves the right to perform monitoring audits related to the Subaward including all costs reimbursed to the Subrecipient under the Subaward at any time during the term of the Subaward. The Subrecipient shall be subject to examination and audit by SBC for a period of three (3) years after final payment under this Subaward with respect to all matters connected with this Subaward, including but not limited to, the cost of administering this Subaward. The Subrecipient shall cooperate with SBC to provide timely responses to any requests for data, reports, and documentation that SBC or the Sponsor deems necessary for the monitoring and audit of the Subaward.

If required by the Sponsor at any time, SBC may require the Subrecipient to have an audit conducted by and a report prepared by an independent Certified Public Accountant to the Sponsor's specifications at the Subrecipient's expense. Failure or refusal by the Subrecipient to comply with this provision shall be considered a breach of this Subaward, and SBC may elect to take any action it deems necessary to protect its interests.

All records of the Subrecipient or its subcontractors related to the Subaward shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Subaward.

If an audit reveals any impropriety, SBC may conduct a full audit of any or all the Subrecipient's activities pursuant to the Subaward. The Subrecipient understands and agrees that this data may be shared with the Sponsor and its stakeholders.

The Subrecipient agrees it shall return any funds deemed to be disallowances or over payments under the Subaward to SBC.

- 9. Records.** Subrecipient shall maintain, at all times, complete detailed records with regard to work performed under this Subaward in a form acceptable to SBC, and SBC shall have the right to inspect such records at any reasonable time. Subrecipient agrees to maintain and preserve all records relative to this Subaward, for three (3) years after termination. Subrecipient agrees to permit SBC and the Sponsor's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Subaward.
- 10. Personnel.** Subrecipient represents that it has or shall secure at its own expense, all staff required to perform the Services described in this Subaward and shall assign only competent personnel to perform Services pursuant to this Subaward. In the event SBC requests Subrecipient to remove one of its team members, including employees, volunteers, and members of the Project Team, from performing Services pursuant to this Subaward for cause, Subrecipient shall remove any such person(s) immediately upon receiving written notice from SBC.
- 11. Change in Staffing.** Any replacements of staff identified in the Subrecipient's proposal with alternates must be approved by SBC.
- 12. Labor Code Compliance.** The Subrecipient agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all subcontracts to assure that applicable prevailing wage provisions of the Labor Code are being met.
- 13. Facilities, Equipment and Other Materials, and Obligations.** Subrecipient shall, at its sole cost and expense, furnish all facilities, equipment, and other materials necessary and/or required for furnishing Services pursuant to this Subaward.
- 14. Licenses and Permits.** Subrecipient represents and warrants to SBC that (i) Subrecipient is qualified and competent to provide all Services under this Subaward; and (ii) Subrecipient and all employees of Subrecipient hold all necessary and appropriate licenses, permits, qualifications, and approvals legally

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required for Subrecipient to practice its profession and fulfill the terms of this Subaward. Subrecipient shall, at its sole cost and expense, maintain at all times during the term of this Subaward any licenses, permits, qualifications, and approvals required to furnish the Services and shall obtain all necessary releases (both location and personal), and authorizations and/or permits with respect to all intellectual property rights including music, stock photos, and footage. Failure to do so shall constitute a material breach of this Subaward.

15. Insurance Requirements. At Subrecipient's sole cost and expense, Subrecipient agrees to obtain and maintain for the term of this Subaward the following insurance policies that cover any acts or omissions of the Subrecipient, its subcontractors, or its employees engaged in the provision of Services specified in this Subaward:

- a. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.). If the Subrecipient has no employees and is not required by law to carry Workers Compensation coverage, the Subrecipient shall sign a statement attesting to this condition and agreeing they have no rights, entitlements or claim against SBC for any type of employment benefits or Workers' compensation or other programs afforded to SBC employees.
- b. Commercial General Liability Insurance with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence, two million dollar general aggregate, covering claims which may arise from or in connection with the performance of Subrecipient's Services hereunder including property damage, products and completed operations, advertising injury, and personal injury (including bodily injury and death).
- c. Professional Liability Insurance (Errors and Omissions) with a limit of no less than one million dollars (\$1,000,000.00) per occurrence or claim, one million dollar (\$1,000,000.00) aggregate, covering liability arising from any error, omission, negligent or wrongful act of the Subrecipient, its officer, directors, or employees.
- d. Automobile Liability Insurance with limits not less than the amounts below for combined single limit per accident including coverage for bodily injury and property damage, if Subrecipient will drive an automobile in connection with Subrecipient's performance of Services under this Subaward. Such insurance shall cover liability arising out of a motor vehicle including owned, schedule, or hired, and non-owned motor vehicles.
 - i. 7 or fewer passengers: \$1,000,000
 - ii. 8-15 passengers: \$1,500,000
 - iii. 16+ passengers: \$5,000,000

The Subrecipient shall name Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees as additional insureds, for activities undertaken pursuant to this Subaward with a provision that said insurance shall apply as primary and noncontributory. The additional insured endorsement must accompany the Certificate of Insurance.

The Subrecipient must submit original Certificates of Insurance and additional insured endorsements to SBC within ten (10) days of the execution of this Subaward. Failure to obtain and provide these required documents prior to beginning the performance of Services shall not waive Subrecipient's obligation to provide them. SBC reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

SBC reserves the right to modify these insurance requirements including limits based on risk, the Sponsor's requirements, and other special circumstances.

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Coverages required will not limit any liability of the Subrecipient. If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, SBC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBC.

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

The Subrecipient shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Subaward.

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees are added as additional insureds on insurance required from subcontractors.

16. Representation and Warranty. Subrecipient represents and warrants to SBC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Subaward, or which will interfere with the performance of the Services.

17. Risk. Subrecipient shall perform the Services at its own risk. SBC will not reimburse Subrecipient for any expenses incurred by Subrecipient as a result of Services rendered under this Subaward, unless otherwise agreed by SBC in advance.

18. Standard of Performance. All Services provided by Subrecipient shall conform to the standards or quality normally observed by a person practicing in Subrecipient's profession and shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Subrecipient with the background, experience, and skillset that Subrecipient has represented it has.

19. Time for Performance. Time is of the essence. Subrecipient shall devote such time as is reasonably necessary for the satisfactory performance of Subrecipient's obligations pursuant to this Subaward. Failure of Subrecipient to perform any Services within the time limits set forth herein shall constitute a material breach of this Subaward subject to the early termination provisions set forth herein.

20. Notice of Delays. Subrecipient shall document and report immediately problems, delays, or adverse conditions which are known or should be known to materially impair Subrecipient's ability to meet the objectives of this Subaward. This information must be disclosed by Subrecipient to SBC in a prompt and timely manner, and may include, among other areas, notice to SBC of loss of employer partners committing to substantial job placements, significant changes in project leadership or loss of participation of key personnel, loss of key strategic partners, or other matters that are necessary for the completion of Project's objectives. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

21. Force Majeure. Either party shall be excused from any delay or failure in performance required hereunder if performance would be inadvisable, commercially impracticable, illegal, or impossible by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, hurricanes, floods, earthquakes, avalanches, tornadoes, fire, explosions, acts of war, terrorist acts or threats of terrorist acts, insurrection, civil commotion, riots, strikes, lock-outs or other serious labor disputes, transportation shutdowns, measures of any governmental authority or actions, quarantine, disease or epidemics or outbreaks, or other acts of nature, natural catastrophes or natural

disasters. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate this Subaward as per Section 20 upon written notice to the other party.

22. Non-Disclosure. SBC and Subrecipient agree not to disclose any contents of this Subaward that have not been made publicly available by SBC or the Sponsor to any third party without the prior written consent of the other party except: (i) to its advisors, attorneys or auditors who have a need to know such information; (ii) as required by law or court order; (iii) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets; (iv) as may be required in connection with the enforcement of this Subaward; or (v) in connection with the performance of Services.

23. Intellectual Property. In this Subaward the term "Work Product" shall mean all work products generated, created, or produced by Subrecipient solely or jointly with others in the performance of the Services, in whatever form or medium, electronic or otherwise, including, but not limited to, any and all information, notes, worksheets, reports, data, materials, drawings, photographs, negatives, images, video footage, recordable media, renderings, plans, records, diagrams, formulae, processes, technology, firmware, software, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, and any other content and deliverables created and/or delivered to SBC in connection with the Services performed by Subrecipient.

All Work Products developed under this Subaward related to the performance of Services under this Subaward shall become the property of SBC and the Sponsor and SBC and the Sponsor shall have full ownership, rights, title, and interest in all such Work Products and Writings to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward.

Subrecipient agrees to deliver reproducible copies of Work Products to SBC upon completion of the Services hereunder and Subrecipient will not make use of any of the Work Product(s) in any manner whatsoever without SBC's prior written consent.

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

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

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

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

- 25. Conflict of Interest.** Subrecipient certifies to the best of its knowledge that there is no perceived or apparent conflict of interest related to the Services under this Subaward and that no official or employee of SBC nor any business entity in which an official of SBC has an interest, has been employed or retained by Subrecipient to solicit or aid in the procuring of this Subaward. In addition, the Subrecipient agrees that no such person will be employed in the performance of this Subaward without immediately notifying SBC.

The Subrecipient shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.

The Subrecipient shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

During the performance of this Subaward, should the Subrecipient become aware of a financial conflict of interest, Subrecipient must inform SBC in writing within ten (10) working days.

Failure to disclose a relevant financial interest on the part of the Subrecipient will be deemed grounds for termination of the Subaward with all associated costs to be borne by the Subrecipient.

- 26. Indemnity.** Subrecipient, its heirs and/or its assigns ("Indemnitor") agrees to indemnify, defend, and hold harmless SBC and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees (collectively "Indemnitees") from and against all taxes, losses, liabilities, claims, demands, costs, expenses, and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Subaward; (c) Indemnitor's infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. SBC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. Nothing in this Subaward shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law.

- 27. Stop Work Notice.** SBC reserves the right to issue an order to stop work in the event that: (i) a dispute should arise regarding the Services of Subrecipient; or (ii) funding for the Project is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by SBC.

- 28. Termination.** Upon thirty (30) days advance written notice to the other in conformity with the notification provisions pursuant to Section 48, either party may terminate this Subaward for any reason.

SBC shall have the right to terminate this Subaward immediately, without penalty, and without prior notice if Subrecipient (i) refuses to perform the Services; or (ii) is in breach of any material provision of this Subaward; or (iii) if the Subrecipient fails to comply with any legal and regulatory provisions referenced in the Subaward.

It is mutually understood and agreed that SBC may terminate this Subaward without cause upon fifteen (15) days written notice if sufficient funds are not appropriated by the Sponsor for this Subaward. In the event appropriate funding is not appropriated for this Subaward, SBC may propose an amendment to this Subaward for a reduced Scope of Services. Any such amendment shall require mutual agreement of the Parties. The continuation and renewal of this Subaward shall be subject to sufficient appropriated funds being received by the Sponsor to administer and support the Project.

In the event of termination of this Subaward:

- a. Subrecipient must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. SBC shall only be liable to Subrecipient for the actual performed Services Subrecipient delivered pursuant to this Subaward, up until the effective date of the cancellation or as otherwise identified, in writing, by SBC. This provision does not preclude SBC from raising disputes concerning Subrecipient's Services rendered. Subrecipient hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from SBC's termination of this Subaward.
- b. Subrecipient shall submit all Work Products generated by Subrecipient as of the date of termination and return any and all Proprietary and Confidential information to SBC including all Writings prepared by it pursuant to this Subaward. The term "Writings" shall be construed to mean and include: handwritten, typewritten, printed, photographed, PDF and JPEG renderings, images and every other means of recording upon any tangible object and any form of communication or representation, including letters, words, pictures, sounds, symbols, digital media, and any and all combinations thereof (collectively "Writings"). SBC and the Sponsor shall have full ownership, rights, title, and interest of all such Work Products and Writings delivered by Subrecipient pursuant to this Subaward.
- c. SBC shall reimburse Subrecipient for actual costs incurred up to the date of termination, not to exceed the amount documented by Subrecipient and approved by SBC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Subaward as specified in Section 3a. Subrecipient shall furnish SBC with all documentation necessary to determine the reasonable value of the Services rendered by Subrecipient.

29. Non-Discrimination. During the performance of this Subaward, Subrecipient and its officers, employees, agents, and volunteers shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment on the basis of race, color, national origin, ancestry, ethnic group identification, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, sexual orientation, military or veteran status, age or any other prohibited ground in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq. or any other applicable law.

30. Reserved.

31. Subcontractors or Subgrantees. Nothing contained in this Subaward or otherwise, shall create any contractual relationship between SBC and any subcontractors or subgrantees of the Subrecipient, and no subcontract or grant shall relieve the Subrecipient of their responsibilities and obligations hereunder.

The Subrecipient's obligation to pay its subcontractors or subgrantees is an independent obligation from SBC's obligation to make payments to the Subrecipient. SBC shall have no obligation to pay Subrecipient's subcontractors or subgrantees directly or to enforce the payment of any monies to any subcontractor or subgrantee of the Subrecipient.

32. Sanctions. Should SBC determine the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Subaward. SBC shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of SBC.

- 33. Debarment and/or Suspension.** Subrecipient represents and warrants that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 34. Entirety of Subaward.** This Subaward, including the attached exhibits, constitutes the entire Subaward between SBC and the Subrecipient with respect to the subject matter hereof, and expressly supersedes all prior written and oral Subawards and understanding between the Parties hereto. No other Subaward, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Subaward, shall be binding or valid.
- 35. Attorney's Fees.** In any court action at law or equity which is brought by one of the Parties to enforce or interpret the provisions of this Subaward, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.
- 36. Alteration.** No waiver, alteration, modification, or termination of this Subaward shall be valid unless made in writing and signed by all Parties, except as expressly provided in Sections 21 and 28.
- 37. Assignment.** SBC has specifically contracted for the Services of Subrecipient, and therefore, Subrecipient may not assign, delegate, or subcontract its obligations under this Subaward, either in whole or in part, without the prior written consent of SBC.
- 38. Exhibits.** All exhibits referred to herein shall be attached hereto and by this reference incorporated herein. Any breach by Subrecipient of any of the terms, conditions, duties, and obligations of any exhibit shall be considered a breach of this Subaward.
- 39. Severability.** If any provision of this Subaward or the application thereof is held invalid or unenforceable, that invalidity or unenforceability shall not affect or invalidate the remaining provisions or applications of this Subaward, but this Subaward shall be construed as if such invalid or unenforceable provision had never been contained herein. In any event, the remainder of the Subaward will remain in full force and effect.
- 40. Waiver.** No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach or default of any provision, term, condition, or covenant of this Subaward shall constitute consent to, or waiver of, any subsequent breach or default by the other party.
- 41. Dispute Resolution.** The Parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute submitted to binding arbitration as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("**Qualified Mediator**"). Within ten (10) days of a demand for mediation, the Parties shall attempt to mutually agree on a Qualified Mediator. If the Parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties' mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the Parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the Parties will make their best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The Parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorney's fees and costs as provided for in this Subaward. If the Parties are unable to resolve their dispute through mediation, the Parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the Parties shall attempt to mutually agree upon the selection of a neutral arbitrator who

shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the Parties' mediation, if the Parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("**Qualified Arbitrator**"). If the Parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the Parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the Parties arising from this Subaward or the subject matter of this Subaward, hear discovery disputes, and to award attorney's fees and costs to a prevailing party. Unless otherwise agreed to by the Parties, any decision or award as a result of the arbitration proceeding shall be binding upon the Parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs. Each of the Parties shall maintain the confidential nature of any mediation or arbitration proceeding and shall not, without the prior written consent of the other party, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.

42. Injunctive Relief; Enforcement. Nothing contained in the mediation and/or arbitration provisions of this Subaward shall be construed to prevent either party from obtaining available provisional injunctive remedies from an appropriate court before mediation or arbitration is commenced, upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. The request for a provisional remedy does not remove the dispute from final resolution by mediation or arbitration. Subrecipient hereby agrees and acknowledges that money damages or other remedies at law would not be sufficient or adequate remedy for any breach or violation of, or default under this Subaward.

43. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS SUBAWARD OR THE TRANSACTIONS CONTEMPLATED HEREBY.

44. Remedies. SBC shall have all remedies at law or equity, including the remedy of specific performance. All such remedies of SBC shall be cumulative and the award of one remedy shall not preclude the award of other remedies. SBC shall not be responsible for any consequential or incidental damages to Subrecipient, regardless of whether foreseeable or not.

45. Governing Law. This Subaward is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Subaward shall be in the County of Nevada, State of California.

46. Ambiguities Not Construed Against Drafter. The headings contained in this Subaward are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Subaward. The Parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Subaward and that this Subaward shall be interpreted as though prepared by both Parties.

47. Survival of Provisions. The following provisions of this Subaward shall survive the termination of this Subaward: Sections 3, 4, 8, 9, 22, 23-24, 26, 31, 34-46, 48, and all other provisions of this Subaward that by their nature extend beyond the termination of this Subaward.

48. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and addressed to the party being notified at the address set forth in this Subaward or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered

Attachment A

or five (5) days after being deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

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

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

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

Attachment A

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

IN WITNESS WHEREOF, the Parties have executed this Subaward as of the Effective Date stated above.

SIERRA BUSINESS COUNCIL:

By: _____

Name: STEVE FRISCH

Title: PRESIDENT

Date: _____

SIERRA BUSINESS COUNCIL:

By: _____

Name: KRISTIN YORK

Title: VICE PRESIDENT

Date: _____

SUBRECIPIENT:

By: _____

Name: Elaine Kabala

Title: Executive Director

Date: _____

Exhibit A: Scope of Work

ADD IN SCOPE OF WORK

DRAFT

Exhibit B: Budget Summary

Contract amendments to the Budget Summary are not required for shifts between line items that cumulatively remain under 10% of the total award as last approved. All requests for budget shifts over 10% must be submitted to and approved by SBC.

PASTE SUBRECIPIENT'S BUDGET AND RATES FROM RFP HERE

DRAFT

Exhibit C: Allowable Costs

In general, to be an allowable charge, a cost must meet the following criteria:

- Be necessary and reasonable for the performance of the Subaward;
- Be allocable to the Subaward;
- Conform to any limitations or exclusions set forth in the Subaward;
- Be consistent with policies and procedures that apply uniformly to allowable uses of general funds;
- Be accorded consistent treatment;
- Be determined in accordance with generally accepted accounting principles; and
- Be adequately documented.

Exhibit D: Disallowable Costs

The following costs are ineligible uses of grant funds:

- Exceeding the 10 percent cost cap for Administrative and/or Indirect costs.
- Lobbying or advocacy work, such as direct lobbying for the passage of specific bills or local propositions.
- Expenses not related to the Project's efforts.
- Commission fees.
- Ongoing operational costs beyond the Subaward term.
- Using funds for mitigation activities that are already mandated by local or state governing bodies or agencies.
- Expenses for publicity not directly related to the Project's efforts.
- Bonus payments of any kind.
- The purchase of alcohol.
- Payments on existing debt or debt servicing fees.
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Services, materials, or equipment obtained under any other state program.
- Stewardship of legal defense funds.

Exhibit E: Subrecipient's Proposal

PASTE SUBRECIPIENT'S RFP HERE

DRAFT

**Business Catalyst Program**

Inyo, Mono

\$201,850

APPLICANT INFORMATION			
Applicant Name	Elaine Kabala	County	Inyo
Organization	ESCOG		
Phone Number	1-323-652-0390	Email	ekabala@escog.ca.gov
Affiliated Organization Name and Description:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency representing City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County.</p> <p>The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. The ESCOG will serve as the program administrator for this project in partnership with the small business resource center, Inyo County, the Sierra Business Council and other partners.</p>			
Applicant & Organization experience in the Region:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency representing City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County.</p> <p>The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. The ESCOG currently oversees the Sustainable Recreation and Ecosystem Management Program (SREMP), the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program.</p> <p>The SREMP was established to coordinate projects integrating responsible ecosystem management, sustainable outdoor recreation, and economic development using the best available science and planning processes. Under this program, the ESCOG has administered the Eastern Sierra Pace and Scale Accelerator, the Buttermilk Infrastructure and Recreation Initiative (BIRPI), and the Towns-to-Trails feasibility study. The BIRPI and Towns-to-Trails plans were both identified under the Eastern Sierra Sustainable Recreation Partnerships (ESSRP's) regional Sustainable Recreation Planning Initiative (SRTI) as priority projects. The Eastern Sierra Pace and Scale Accelerator incubated local third-party NEPA capacity to increase the pace and scale of wildfire resiliency projects in Inyo and Mono Counties. The BIRPI included installation of toilet infrastructure in a key destination in the Bishop area and the development of a conceptual recreation management plan currently in implementation. The Towns-to-Trails plan is a feasibility analysis to establish a trail alignment through Inyo, Mono and Alpine Counties using only existing, soft surface infrastructure. The ESCOG is the regional convener for the Eastern Sierra Comprehensive Development Strategy and seeks to establish an Economic Development District for the region.</p>			

PROJECT INFORMATION	
Description of proposed project or program seeking funding:	
<p>The Eastern Sierra Business Resource Center (BRC) vision is to directly support local businesses through access to knowledge and resources, one-on-one technical assistance, networking, collaboration space, and enhancement of the region's entrepreneurship ecosystem. The County of Inyo has signed a 10-year lease for a beautiful community space centrally located in downtown Bishop, and has secured \$805,000 in local and federal dollars to build out the facility and develop a business plan. A Director was hired by Sierra Business Council in October 2024, and the grand opening of the facility was held December 10, 2024. This application for Catalyst Funding will support the launch of high-quality programming and business development services as the BRC opens its doors, providing support for the initial 18 months of services while the BRC builds capacity and long term financial sustainability.</p> <p>Catalyst funding is proposed specifically to support:</p> <ul style="list-style-type: none"> - 2 Youth Entrepreneur Pitch Camps - 60 hours per month of 1:1 Technical Assistance for small businesses and entrepreneurs - 2 live workshops per month, aimed at small business or specific industries - Capacity to develop a construction trades mentorship program - Capacity to begin development of an Angel Investor Network - The development of a financial sustainability plan 	
Stage of Project or Program's readiness:	Last Mile
<p>This Project is Ready to Go.</p> <ul style="list-style-type: none"> - In 2020, the County of Inyo secured a \$50,000 grant from the USDA to develop the SBRC business plan. - In December 2021, the County of Inyo signed a 10 year lease with an Opportunity Zone investor at 269 N. Main Street in Bishop – in a building that had long been abandoned on Bishop's main street. - In 2022, Inyo County received a federal earmark to purchase furniture, fixtures, and high-speed broadband for the facility. - In 2023, a committee of local businesses and the Bishop Chamber of Commerce worked with a local architect to design the facility. - In 2024, the facility was fully remodeled in partnership with the owner, the County of Inyo, and the High Sierra Energy Foundation. - October 2024 the Executive Director was hired in partnership with the Sierra Business Council. - December 2024: Grand Opening Party 	
Description of Planned Beneficiaries:	
<p>The BRC is envisioned as a hub to support entrepreneurs and small businesses across the eastern Sierra, including all of the communities in Inyo & Mono counties, the City of Bishop, the Town of Mammoth Lakes, the Timbisha Shoshone Tribe of Death Valley, the Lone Pine Paiute Shoshone Tribe, the Fort Independence Indian Community of Paiute Indians, the Big Pine Paiute Tribe, the Bishop Paiute Tribe, the Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, the Mono Lake Kootzaduka'a Tribe, the Bridgeport Paiute Indian Colony, and the Antelope Valley Indian Community. Though the physical headquarters of the BRC is in Bishop, the facility has been outfitted with state-of-the-art videoconferencing capability in order to expand access throughout the region, and the Director is committed to regularly holding in-person events and meetups from the northern end of Mono County through southeast Inyo. As of the 2020 census, there were 32,211 people in Inyo and Mono counties combined, spread over 13,246 square miles, resulting in a population density of 2.43</p>	

people per square mile – an area that is not just rural, but is considered ‘frontier.’ Although Inyo and Mono counties are within the service area of the CSU Bakersfield Small Business Development Center (SBDC), due to the small relative population base in the eastern Sierra, the SBDC does not maintain a physical footprint in the area. Because of this distance and without adequate SBDC funding for travel to support regular in-person meetings, small businesses and entrepreneurs in the eastern Sierra have limited access to SBDC services such as technical assistance, trainings, networking, and relationships with local banks and funders. It’s to address this disparity in access that the BRC was created locally, with efforts of local agencies putting forward local dollars.

Priority Sector(s): Other,

Foundational Elements: Small Business and Entrepreneurship

Describe priority Sector and/or Core issue impacted by the project:

This proposal directly addresses the opportunities, challenges, and assets described in the “Small Business and Entrepreneurship” Foundational Element of the SJF Strategic Plan. While this initial BRC location is centrally located on the east side of the Sierra, it will serve as a pilot and proof of concept for the entirety of this rural region, in which all counties have limited access to SBDC resources, networking, and expertise. The first Action Step in the “Small Business & Entrepreneurship” section of the Strategic Plan recommends a strategy to “enhance, invest in, and expand the existing entrepreneurial ecosystem, such as SBDCs....to support small business development and foster economic growth and job creation, particularly in underserved communities.” Action Step 2 recommends “economic gardening...growing the local economy from within by supporting existing businesses by providing pathways to prosperity” through technical assistance, training, and skills development. This BRC proposal directly addresses the recommended action steps from the SJF Strategic Plan.

FUNDING INFORMATION

Total Award: \$201,850

Budget: See attached

This project has match funding: TRUE

PROJECT ALIGNMENT

Description of proposed project alignment with CA Jobs First Goals related to impact

Explanation of how the proposed project will advance the regional strategy and any externalities or risks for implementation.

As the SJF Strategic Plan notes on page 49, supporting small businesses with technical assistance and training aligns with state goals around climate, job quality and access, equity, and workforce development. Small Business & Entrepreneurship Strategy 1 (Page 50) Grow Entrepreneurial Opportunities, recommends increasing the impact of small business development and technical assistance providers by working with SBDCs to increase in-person training and consulting in the region, understand needs, and pursue funding to support expansion; provide technical assistance for business startups, expansion, finance, marketing, HR and management, and partner with SBDCs and others to expand outreach on existing virtual business training and certification courses, and explicitly prioritizes economic gardening by offering entrepreneurship courses and creating a youth pitch event. Strategy 2 is to identify, support, and grow new industry clusters, and Strategy 3 is to expand access to capital for startup and existing businesses. Each of the strategies and action steps identified in the Small Business and Entrepreneurship Foundational Element is furthered by this project.

Specifically, the projects funded under this proposal include 1:1 technical assistance; live workshops and meetups; two youth pitch events; the launch of a mentorship program for construction trades; and capacity building to begin development of an Angel Investor Network. These Catalyst-funded programs build on top of

the substantial investment that is already made in launching and staffing the SBRC, allowing SBRC programs to further state goals related to job quality and access, equity, climate goals, and workforce development.

Description of proposed projects alignment with CA Jobs First Goals related to economic impact

Explain the economic impact potential for the Sierra Jobs First region (i.e. jobs created or retained, capital attraction, local investment, events, etc). This section may include detailed analysis and quantifiable data supporting the projected economic benefits and enhanced resilience in the region (see exhibits).

The BRC will have a significant and positive impact on the rural Sierra region in several key ways:

1. Supporting Economic Growth and Job Creation - By helping local businesses start, grow, and expand, the BRC will create new employment opportunities. Small businesses provide 59% of all jobs in the Eastern Sierra region and growth in small business through the support of the BRC will result in subsequent growth in jobs.
2. Facilitating Access to Capital- Eastern Sierra businesses struggle to secure funding due to limited local access to banks and investors. The BRC will bridge this gap by building relationships with local and out of area lenders, guide entrepreneurs through loan applications, help businesses understand financial options and build better creditworthiness, and begin the process of developing a local Angel Investor network.
3. Encouraging Entrepreneurship – the BRC will provide training, guidance and networking opportunities for aspiring entrepreneurs, helping them launch businesses in a region where there may not be as many role models or mentorships.
4. Business Retention and Expansion – the BRC will provide technical assistance in marketing, online presence, and scaling operations.
5. Promoting Diversification – the BRC will encourage economic diversification by supporting the development of new industries, including manufacturing, technology, arts and culture.
6. Enhancing Resilience – the BRC will help local businesses explore new markets and innovative ideas, reducing the economic risk associated with over-reliance on the tourism industry. The BRC will also help businesses become more resilient to economic downturns and environmental challenges by providing resources on business continuity planning, insurance, and risk management.

Description of proposed projects alignment with CA Jobs First related to climate goals

Identify the proposed project's impact on sustainability, specifically a carbon neutral, climate-resilient economy that addresses the needs of the region's communities and the innovation ecosystem.

The BRC Business Plan identifies the Eastern Sierra's unique topography and location as an opportunity to produce a Climate Innovations Industry Sector in the region. The investment in Climate change and associated impacts by the state and federal governments offers an opportunity to capture more of this activity for the economic benefit of the community by maximizing the long-term impact of climate change mitigation dollars through encouraging company formation and increasing the capacity of existing companies to win state and federal contracts.

The Climate Innovations Industry Cluster for the BRC business plan includes the following:

- Forestry and Fire – restoration, mitigation, and fuels treatment
- Natural Resource management – alternative energy solutions and desert ecosystem preservation
- Sustainable Recreation – construction and tourism
- Environmental Science – planning, problem-solving, and consulting

Forest restoration, stream/riparian restoration, and certain elements of sustainable recreation development most often require permits and approvals under the National Environmental Policy Act (NEPA) and California

Environmental Policy Act (CEQA). Achieving the level of compliance required by NEPA and CEQA for land management agencies requires environmental planning, design, and best practices that environmental consultants are uniquely qualified to provide.

There are just a few business entities in the environmental consulting space today qualified to provide these services. One of the key industry clusters that the BRC will target are environmental firms working in this important space. Developing local environmental science and consulting firms instead of hiring firms from other communities would boost this important sector. In addition, the BRC is supported by the High Sierra Energy Foundation to use the facility as a showcase for energy efficiency in a rehabilitated historic building. The High Sierra Energy Foundation will continue to be involved in the BRC programs and offerings, including through the Eastern Sierra Green Business certification program for businesses who embrace sustainable practices.

Description of proposed projects alignment with CA Jobs First Goals related to equity and long-term sustainability

Explain how this project advances prosperity by creating living wage, benefitted jobs or career pathways for disinvested communities or a path to building wealth through entrepreneurship or related activities.

With small business serving as the primary job creator in the Eastern Sierra region, the BRC is the foundation of a strategy that seeks to increase equitable access to capital, educate and train the regional workforce, and create an active community support network to promote and sustain a thriving small business sector and build a robust entrepreneurial ecosystem. The specific programs that are proposed for Catalyst funding address the needs of businesses and entrepreneurs generally, but also specifically target youth through two youth-specific entrepreneur pitch camps, and a Construction Trades mentorship program to link young people with trades professionals who are at or nearing retirement. In addition to youth, the BRC Business Plan includes an Initiative to work with the regions' Tribes to bolster entrepreneurship. The BRC will partner not just with Inyo & Mono Counties and the Cities of Bishop and Mammoth Lakes, but with the nine sovereign Tribal nations that are necessary partners to accomplish regional economic goals and support the launch of new and expansion of existing Tribal-member owned businesses.

PROJECT MANAGEMENT & COMMUNITY SUPPORT

Project team

Provide information on roles, responsibilities, and prior experience. For partnerships, provide evidence of commitment or MOU explain your long-term strategy for collaboration with local organizations and community stakeholders. Clearly define their scope of work, detailing their respective activities.

Project Team:

The Eastern Sierra Council of Governments (ESCOG) will serve as the Regional convening agency. ESCOG will convene a collaborative advisory board of economic development interests and experts, including small business owners, chambers of commerce, local government and others. The collaborative advisory board will work with the BRC Director to develop curriculum and advise on speakers, technical assistance, training, and events hosted by the BRC. The Bakersfield Small Business Development Center (SBDC) is part of a nationwide network that provides free and confidential business consulting, training, and resources to small businesses.

The center is focused on fostering growth and sustainability for businesses in the Bakersfield area and surrounding regions, including Inyo and Mono Counties. The BRC will engage the SBDC for services to business owners in Inyo and Mono Counties, including one-on-one consultations with entrepreneurs, business owners, and startup founders to help them address specific challenges and opportunities in their businesses. SBDC experts will provide expert advice on various business functions such as marketing, finance, operations, and strategic planning. The BRC will work with the SBDC to organize workshops, seminars, and

training sessions on key business topics such as business planning, financial management, marketing strategies, government contracting, and more.

The Sierra Business Council (SBC) is a nonprofit organization based in the Sierra, dedicated to promoting sustainable economic development, community engagement, and environmental stewardship. SBC focuses on supporting small businesses, nonprofits, and local governments in the Sierra region, helping them thrive while balancing economic, social, and environmental goals. SBC has hired a director who will manage the BRC and serve the Inyo and Mono region.

Declaration of ability to meet expenditure deadline of September 2026

The Eastern Sierra Council of Governments (ESCOG) has a proven track record of successfully managing grant-funded projects in full compliance with funding requirements, budgets, and timelines. This includes delivering multi-agency projects that require careful coordination across jurisdictions and stakeholders. With established processes for project management, fiscal accountability, and stakeholder collaboration, the ESCOG is well-positioned to meet the expenditure deadline of September 2026.

Leveraging its expertise, the ESCOG has implemented strategies to ensure timely and efficient use of resources, including hiring qualified personnel, securing partnerships with experienced contractors, and maintaining regular progress tracking and reporting mechanisms. These systems enable the organization to identify and address potential delays or budget constraints proactively.

Additionally, the ESCOG's ability to complete past projects within prescribed deadlines demonstrates its capacity to mobilize resources, engage community and agency partners effectively, and adapt to unforeseen challenges. This capacity will be critical in managing the complexities of the proposed project while ensuring compliance with all funding requirements.

Evidence of partnership from a "Disinvested Community" – See attached

Letters of support from community members – See attached

This project has Tribal leadership or partnership: FALSE

This project has a Tribal letter of support: FALSE

**Sierra Jobs First**

Catalyst Project Funding Grant Application Project Budget

Name of Organization: ESCOG

Name of Project: Business Catalyst Program

*Please provide a detailed line-item budget for your project by completing the budget form below.*Project Budget *Include all sources of funding for the proposed project or program.*

Expense Category	Brief explanation of Expense Category (ex: X # of FTEs, equipment needed, etc. Use tab 2 for full budget narrative)	Match Funding from Applicant	Match Funding from Other Sources	Amount Awarded from Catalyst	Total for Project
Personnel			100,000	-	100,000
Fringe benefits			11,600	-	11,600
Total Personnel Expense		-	111,600	-	111,600
Supplies			10,000	15,000	25,000
Equipment (over \$5,000)			195,000		195,000
Operating Expense	Facility rental over 10 years		550,000		550,000
Travel	Instructors/34 trips @ \$500 ea			8,500	8,500
Comms/Outreach				10,000	10,000
Other:					-
					-
					-
Contractors	TA Providers + contract capacity			150,000	150,000
					-
Subtotal		-	866,600	183,500	1,050,100
Overhead (max 10%)				18,350	18,350
Grand Total		-	866,600	201,850	1,068,450

Notes;

Personnel Include number of FTEs paid from the lead organization's staff

Fringe benefits Fringe benefits - include estimated percentage based on personnel costs. If no fringe, indicate zero

Travel: Include projected number of trips, reason and expense per trip



Budget Narrative

Project Name: **Small Business Catalyst Program**

For each budget line item on tab 1, explain how requested funds will be deployed and provide a justification for the expense related to the proposed project. For example, number of FTEs x rate, benefit rate, itemized supplies, list of contractors with amounts,

Instructions:

	Total Requested	Explanation for use of funds
Personnel	-	Personnel supported by other funding
Fringe benefits	-	Fringe supported by other funding
Supplies	15,000	Pitch camp prizes; food/water for events and classes; paper, printing, easels, subscriptions to IT products (example: Adobe Acrobat, microsoft suite, etc)
Equipment (over \$5,000)	-	Equipment supported by other funding
Operating Expense	-	utilities, toilet paper, paper towels, etc
Travel	8,500	Travel from out of area for expert instructors for workshops and technical assistance providers; assuming 34 trips at \$500 each
Comms/Outreach	10,000	Printing/advertising for services, events.
Other:	-	
	-	
	-	
SubContractors	150,000	Expert instructors and technical assistance providers (local if possible) - 60 hours per month TA + 2 workshops per month (\$80,000); contract capacity to support Trades Mentor program and Angel Investor Network development (\$70,000)
Overhead (max 10%)	18,350	Administration of funds & convening SBRC advisory board through ESCOG



SUBAWARD AGREEMENT

This Subaward Agreement (“Subaward”) is entered into this 1st day of April, 2025 (“Effective Date”) by and between Sierra Business Council, (“SBC”), a California 501(c)(3) nonprofit corporation and **Eastern Sierra Council of Governments “ESCOG”** (“Subrecipient”) for the purpose of providing funding support to the Subrecipient for the provision of services under the terms and conditions as defined below. SBC and Subrecipient may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. SBC has received a grant award from the State of California Employment Development Department (“Sponsor”) for the California Jobs First, Catalyst Program (“Project”).
- B. SBC has the authority to subaward and disburse funds from the Project to the Subrecipient and set the terms and conditions outlined below.
- C. Subrecipient represents to SBC that it understands this is a Cost-Reimbursable Subaward, as described in Section 3 hereof.
- D. Subrecipient represents to SBC that it is fully qualified and eligible to receive the funds awarded to it as part of this Subaward.
- E. Subrecipient represents to SBC that it understands and will comply with all requirements, including subsequent guidance, issued by the Sponsor for the Project.
- F. This Subaward shall govern the performance of Subrecipient’s services related to the Project.

SUBAWARD

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

1. **Scope of Work.** Subject to the terms and conditions set forth in this Subaward, Subrecipient shall complete the tasks and activities described in Exhibit A: “Scope of Work” attached hereto (“Services”).

The Subrecipient shall fulfill all assurances, declarations, representations, and statements made by the Subrecipient in their Proposal, amendments there to, approved modifications thereof, and communications filed in its application for a Subaward, which is attached hereto as Exhibit E (“Proposal”).

2. **Term.** The period of this Subaward is April 1, 2025, through September 30, 2026, on which date this Subaward will automatically terminate unless terminated earlier. Any extension to this Subaward must be in writing and signed by signatories of SBC and Subrecipient.

3. **Reimbursement and Payment.**

- a. **Reimbursement.** Subrecipient shall be reimbursed on a cost-reimbursable basis, for actual costs incurred under this Subaward. Reimbursed costs shall not exceed a total of **One Hundred Eighty-Eight Thousand Six Hundred Fifty Dollars (\$188,650.00)**. Costs and Expenditures shall be in accordance with the Budget in Exhibit B: “Budget Summary,” and

Attachment B

with the Sponsor's terms and conditions. It is understood that no substantial variations will be made to the budget without prior written approval by SBC.

The allowability of costs and cost allocation methods for Services performed under this Subaward must conform with SBC's and the Sponsor's policies, Subaward provisions, and Subrecipient's internal policies in effect on the start date of the Subaward.

b. Invoicing. The Subrecipient shall submit invoices and supporting documentation to SBC to receive reimbursement for expenditures incurred. Invoices shall be submitted monthly by the 15th of each month. Invoices may not be submitted more frequently than monthly.

A copy of the invoice shall also be emailed to SBC's accounting team at: accounting@sierrabusiness.org. The Subrecipient is required to provide detail to support all budget categories, and documentation to support the expenditures invoiced.

All invoices must:

1. Show costs in U.S. Dollars;
2. Be dated;
3. Be sequentially numbered;
4. State the billing service period;
5. Provide a current and cumulative breakdown of costs by major cost category in accordance with Exhibit B: "Budget Summary;"
6. Include the Subaward number; and
7. Include a statement certifying that the invoice is true and accurate, and expenditures claimed represent actual costs for work performed under this Subaward.

Invoices must be submitted even if there are \$0 expenditures for the reporting month.

The Subrecipient's final invoice under the Subaward shall clearly be marked "FINAL," shall comply with the above invoicing instructions, and must be submitted **NO LATER THAN** thirty (30) days after the Subaward end date or it may not be paid.

Invoices that do not comply with the above requirements may be returned without payment, or payment may be delayed. The Subrecipient shall have the right to correct and resubmit any rejected or returned invoices prior to the end of the Subaward.

Subrecipient shall use the invoice template provided by SBC.

c. Supporting Documentation. With every invoice, Subrecipient shall submit documentation to SBC supporting the expenditures billed on Subrecipient's invoice including:

1. Employee time tracking (i.e. timesheets);
2. Subcontractor invoices and supporting documentation;
3. Itemized Receipts; and
4. General Ledger Report supporting the transactions and amounts billed on Subrecipient's invoice.

Additional criteria and guidance may be provided by SBC upon the execution of the Subaward.

d. Payment. SBC shall reimburse Subrecipient for allowable costs, not more often than monthly and within 30 days **after** SBC receives the funds from the Sponsor for reimbursement of Subrecipient's invoice.

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All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

SBC retains the right to withhold or rescind payment for non-compliance with the terms and conditions of the Subaward or the Sponsor's policies including Subrecipient's failure to adhere to the invoice, supporting documentation, and reporting terms, or any unsatisfactory Services until such time the Services are performed satisfactorily or the Subrecipient is in compliance with all terms and conditions. SBC reserves the right to reject invoiced costs, in accordance with the terms and conditions of this Project. However, SBC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item or amount in dispute.

SBC will not reimburse the Subrecipient for costs identified as ineligible for funding. If funds have been provided for costs subsequently discovered to be ineligible, SBC may either withhold an equal amount from subsequent payments to the Subrecipient or require repayment of an equal amount to SBC by the Subrecipient.

SBC is not obligated to pay for any costs incurred by the Subrecipient prior to the date of commencement of this Subaward.

The closeout of this Subaward does not affect SBC's or the Sponsor's right to disallow costs and recover funds on the basis of a later audit or other review.

e. Travel Costs. Any travel costs will be paid on a cost reimbursable basis at the U.S. General Services Administration per diem rates when supported by receipts and approved by SBC. The Subrecipient shall not incur any travel costs unless the travel is in compliance with the Sponsor's restrictions or any other restrictions described in this Subaward. The Subrecipient shall not use Subaward funds for international travel.

f. Fiscal Requirements. The Subrecipient must establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of funds according to Generally Accepted Accounting Principles, other state regulatory requirements, and the direction of SBC and/ or Sponsor.

g. Sufficiency of Funds. This Subaward is contingent upon and subject to the availability of funds provided by the Sponsor. SBC, at its sole option, may terminate or suspend this Subaward, in whole or in part, without penalty or further payment being required, if (i) the Sponsor fails to make an appropriation sufficient to pay such obligation, or (ii) the Sponsor changes or decreases SBC's funding. Subrecipient will be notified in writing of such failure of appropriation or of such reduction or decrease.

4. Reporting Requirements.

a. Progress Report Meetings. SBC will conduct regular progress report meetings, which may take place in person, over a video conference platform, or by telephone.

b. Quarterly Progress Reports. The Subrecipient shall submit Quarterly Progress Reports no later than thirty (30) days after the end of the corresponding quarter. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Subrecipient's activities, milestones, and accomplishments achieved, relevant lessons learned, and any challenges or problems encountered in the performance of the work under this Subaward during the reporting period.

c. Expenditure Projection Report. On a quarterly basis, Subrecipient must submit a projection of expected expenditure costs for the next quarter.

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- d. **Subcontractor List.** With the first invoice and whenever the Subrecipient has a new Subcontractor, Subrecipient must submit a Subcontractor List providing the following information:
- a. Name of organization/business;
 - b. Amount of the subcontract;
 - c. Term (beginning and end date); and
 - d. Type of procurement process used to obtain subcontract.

Subrecipient shall use reporting templates provided by SBC.

Subrecipient agrees to a final closeout award call with SBC within 120 calendar days of the Subaward End Date. This closeout engagement may take place over a video conference platform, by telephone, or as a site visit.

5. **Procurement.** The Subrecipient's procurement processes must adhere to state and local requirements. Contracts with other entities for the acquisition of goods and services with funds provided under this Subaward must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations.

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

This Subaward does not create an employer-employee relationship between the Subrecipient and SBC and shall not in any way be construed to constitute the Subrecipient as an employee, agent, or representative of SBC.

Subrecipient acknowledges and agrees that Subrecipient and its employees have no rights, entitlements or claim against SBC for any type of employment benefits or workers' compensation or other programs afforded to SBC employees including paid vacation, sick leave, health insurance, and retirement plan participation.

Neither Subrecipient nor any of its officers, agents, representatives, employees, or volunteers shall, under any circumstances, have the authority to act for or to bind SBC to any contract or obligation, express or implied or to otherwise represent that SBC is in any way responsible for Subrecipient's acts or omissions.

7. **Tax Requirements and Responsibilities.** Subrecipient acknowledges it will be solely responsible for, and will timely file and pay, tax returns and income tax payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of any remuneration pursuant to this Subaward. No part of any remuneration will be subject to payroll tax withholding and payment by SBC including, but not limited to, federal income tax, state income tax, federal and state employment taxes, federal social security tax, and federal Medicare tax. In the event that it is determined by any taxing authority that SBC improperly failed to withhold and remit any taxes relating to the payment of compensation from SBC to Subrecipient, Subrecipient agrees to: (a) indemnify SBC, to the maximum extent permissible by law, for any and all cost(s) and expenses relating to such action, including, but not limited to, attorneys' fees, taxes (except the employer portion of any taxes, for example, FICA), penalties (including any penalties related to the employer portion of any taxes), and interest (including any interest related to the employer portion of any taxes) assessed against SBC by any tax authority, and (b) provide SBC, upon request, with a completed IRS Form 4669, Statement of Payments Received, and a completed EDD Form DE 938P, Claim for Adjustment or Refund of Personal Income Tax, attesting that Subrecipient reported such compensation received from SBC to the tax authorities. Lastly, Subrecipient agrees to provide SBC with a completed Form W-9, Request for Taxpayer Identification Number and Certification prior to

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SBC's first payment to Subrecipient. SBC shall issue Subrecipient an IRS Form 1099 each year, as appropriate, in accordance with its regular business practices and applicable law.

- 8. Monitoring and Audits.** SBC reserves the right to perform monitoring audits related to the Subaward including all costs reimbursed to the Subrecipient under the Subaward at any time during the term of the Subaward. The Subrecipient shall be subject to examination and audit by SBC for a period of three (3) years after final payment under this Subaward with respect to all matters connected with this Subaward, including but not limited to, the cost of administering this Subaward. The Subrecipient shall cooperate with SBC to provide timely responses to any requests for data, reports, and documentation that SBC or the Sponsor deems necessary for the monitoring and audit of the Subaward.

If required by the Sponsor at any time, SBC may require the Subrecipient to have an audit conducted by and a report prepared by an independent Certified Public Accountant to the Sponsor's specifications at the Subrecipient's expense. Failure or refusal by the Subrecipient to comply with this provision shall be considered a breach of this Subaward, and SBC may elect to take any action it deems necessary to protect its interests.

All records of the Subrecipient or its subcontractors related to the Subaward shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Subaward.

If an audit reveals any impropriety, SBC may conduct a full audit of any or all the Subrecipient's activities pursuant to the Subaward. The Subrecipient understands and agrees that this data may be shared with the Sponsor and its stakeholders.

The Subrecipient agrees it shall return any funds deemed to be disallowances or over payments under the Subaward to SBC.

- 9. Records.** Subrecipient shall maintain, at all times, complete detailed records with regard to work performed under this Subaward in a form acceptable to SBC, and SBC shall have the right to inspect such records at any reasonable time. Subrecipient agrees to maintain and preserve all records relative to this Subaward, for three (3) years after termination. Subrecipient agrees to permit SBC and the Sponsor's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Subaward.
- 10. Personnel.** Subrecipient represents that it has or shall secure at its own expense, all staff required to perform the Services described in this Subaward and shall assign only competent personnel to perform Services pursuant to this Subaward. In the event SBC requests Subrecipient to remove one of its team members, including employees, volunteers, and members of the Project Team, from performing Services pursuant to this Subaward for cause, Subrecipient shall remove any such person(s) immediately upon receiving written notice from SBC.
- 11. Change in Staffing.** Any replacements of staff identified in the Subrecipient's proposal with alternates must be approved by SBC.
- 12. Labor Code Compliance.** The Subrecipient agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all subcontracts to assure that applicable prevailing wage provisions of the Labor Code are being met.
- 13. Facilities, Equipment and Other Materials, and Obligations.** Subrecipient shall, at its sole cost and expense, furnish all facilities, equipment, and other materials necessary and/or required for furnishing Services pursuant to this Subaward.
- 14. Licenses and Permits.** Subrecipient represents and warrants to SBC that (i) Subrecipient is qualified and competent to provide all Services under this Subaward; and (ii) Subrecipient and all employees of Subrecipient hold all necessary and appropriate licenses, permits, qualifications, and approvals legally

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required for Subrecipient to practice its profession and fulfill the terms of this Subaward. Subrecipient shall, at its sole cost and expense, maintain at all times during the term of this Subaward any licenses, permits, qualifications, and approvals required to furnish the Services and shall obtain all necessary releases (both location and personal), and authorizations and/or permits with respect to all intellectual property rights including music, stock photos, and footage. Failure to do so shall constitute a material breach of this Subaward.

15. Insurance Requirements. At Subrecipient's sole cost and expense, Subrecipient agrees to obtain and maintain for the term of this Subaward the following insurance policies that cover any acts or omissions of the Subrecipient, its subcontractors, or its employees engaged in the provision of Services specified in this Subaward:

- a. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.). If the Subrecipient has no employees and is not required by law to carry Workers Compensation coverage, the Subrecipient shall sign a statement attesting to this condition and agreeing they have no rights, entitlements or claim against SBC for any type of employment benefits or Workers' compensation or other programs afforded to SBC employees.
- b. Commercial General Liability Insurance with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence, two million dollar general aggregate, covering claims which may arise from or in connection with the performance of Subrecipient's Services hereunder including property damage, products and completed operations, advertising injury, and personal injury (including bodily injury and death).
- c. Professional Liability Insurance (Errors and Omissions) with a limit of no less than one million dollars (\$1,000,000.00) per occurrence or claim, one million dollar (\$1,000,000.00) aggregate, covering liability arising from any error, omission, negligent or wrongful act of the Subrecipient, its officer, directors, or employees.
- d. Automobile Liability Insurance with limits not less than the amounts below for combined single limit per accident including coverage for bodily injury and property damage, if Subrecipient will drive an automobile in connection with Subrecipient's performance of Services under this Subaward. Such insurance shall cover liability arising out of a motor vehicle including owned, schedule, or hired, and non-owned motor vehicles.
 - i. 7 or fewer passengers: \$1,000,000
 - ii. 8-15 passengers: \$1,500,000
 - iii. 16+ passengers: \$5,000,000

The Subrecipient shall name Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees as additional insureds, for activities undertaken pursuant to this Subaward with a provision that said insurance shall apply as primary and noncontributory. The additional insured endorsement must accompany the Certificate of Insurance.

The Subrecipient must submit original Certificates of Insurance and additional insured endorsements to SBC within ten (10) days of the execution of this Subaward. Failure to obtain and provide these required documents prior to beginning the performance of Services shall not waive Subrecipient's obligation to provide them. SBC reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

SBC reserves the right to modify these insurance requirements including limits based on risk, the Sponsor's requirements, and other special circumstances.

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Coverages required will not limit any liability of the Subrecipient. If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, SBC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBC.

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

The Subrecipient shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Subaward.

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees are added as additional insureds on insurance required from subcontractors.

16. Representation and Warranty. Subrecipient represents and warrants to SBC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Subaward, or which will interfere with the performance of the Services.

17. Risk. Subrecipient shall perform the Services at its own risk. SBC will not reimburse Subrecipient for any expenses incurred by Subrecipient as a result of Services rendered under this Subaward, unless otherwise agreed by SBC in advance.

18. Standard of Performance. All Services provided by Subrecipient shall conform to the standards or quality normally observed by a person practicing in Subrecipient's profession and shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Subrecipient with the background, experience, and skillset that Subrecipient has represented it has.

19. Time for Performance. Time is of the essence. Subrecipient shall devote such time as is reasonably necessary for the satisfactory performance of Subrecipient's obligations pursuant to this Subaward. Failure of Subrecipient to perform any Services within the time limits set forth herein shall constitute a material breach of this Subaward subject to the early termination provisions set forth herein.

20. Notice of Delays. Subrecipient shall document and report immediately problems, delays, or adverse conditions which are known or should be known to materially impair Subrecipient's ability to meet the objectives of this Subaward. This information must be disclosed by Subrecipient to SBC in a prompt and timely manner, and may include, among other areas, notice to SBC of loss of employer partners committing to substantial job placements, significant changes in project leadership or loss of participation of key personnel, loss of key strategic partners, or other matters that are necessary for the completion of Project's objectives. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

21. Force Majeure. Either party shall be excused from any delay or failure in performance required hereunder if performance would be inadvisable, commercially impracticable, illegal, or impossible by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, hurricanes, floods, earthquakes, avalanches, tornadoes, fire, explosions, acts of war, terrorist acts or threats of terrorist acts, insurrection, civil commotion, riots, strikes, lock-outs or other serious labor disputes, transportation shutdowns, measures of any governmental authority or actions, quarantine, disease or epidemics or outbreaks, or other acts of nature, natural catastrophes or natural

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disasters. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate this Subaward as per Section 20 upon written notice to the other party.

22. Non-Disclosure. SBC and Subrecipient agree not to disclose any contents of this Subaward that have not been made publicly available by SBC or the Sponsor to any third party without the prior written consent of the other party except: (i) to its advisors, attorneys or auditors who have a need to know such information; (ii) as required by law or court order; (iii) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets; (iv) as may be required in connection with the enforcement of this Subaward; or (v) in connection with the performance of Services.

23. Intellectual Property. In this Subaward the term "Work Product" shall mean all work products generated, created, or produced by Subrecipient solely or jointly with others in the performance of the Services, in whatever form or medium, electronic or otherwise, including, but not limited to, any and all information, notes, worksheets, reports, data, materials, drawings, photographs, negatives, images, video footage, recordable media, renderings, plans, records, diagrams, formulae, processes, technology, firmware, software, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, and any other content and deliverables created and/or delivered to SBC in connection with the Services performed by Subrecipient.

All Work Products developed under this Subaward related to the performance of Services under this Subaward shall become the property of SBC and the Sponsor and SBC and the Sponsor shall have full ownership, rights, title, and interest in all such Work Products and Writings to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward.

Subrecipient agrees to deliver reproducible copies of Work Products to SBC upon completion of the Services hereunder and Subrecipient will not make use of any of the Work Product(s) in any manner whatsoever without SBC's prior written consent.

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

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

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

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

- 25. Conflict of Interest.** Subrecipient certifies to the best of its knowledge that there is no perceived or apparent conflict of interest related to the Services under this Subaward and that no official or employee of SBC nor any business entity in which an official of SBC has an interest, has been employed or retained by Subrecipient to solicit or aid in the procuring of this Subaward. In addition, the Subrecipient agrees that no such person will be employed in the performance of this Subaward without immediately notifying SBC.

The Subrecipient shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.

The Subrecipient shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

During the performance of this Subaward, should the Subrecipient become aware of a financial conflict of interest, Subrecipient must inform SBC in writing within ten (10) working days.

Failure to disclose a relevant financial interest on the part of the Subrecipient will be deemed grounds for termination of the Subaward with all associated costs to be borne by the Subrecipient.

- 26. Indemnity.** Subrecipient, its heirs and/or its assigns ("Indemnitor") agrees to indemnify, defend, and hold harmless SBC and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees (collectively "Indemnitees") from and against all taxes, losses, liabilities, claims, demands, costs, expenses, and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Subaward; (c) Indemnitor's infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. SBC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. Nothing in this Subaward shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law.

- 27. Stop Work Notice.** SBC reserves the right to issue an order to stop work in the event that: (i) a dispute should arise regarding the Services of Subrecipient; or (ii) funding for the Project is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by SBC.

- 28. Termination.** Upon thirty (30) days advance written notice to the other in conformity with the notification provisions pursuant to Section 48, either party may terminate this Subaward for any reason.

SBC shall have the right to terminate this Subaward immediately, without penalty, and without prior notice if Subrecipient (i) refuses to perform the Services; or (ii) is in breach of any material provision of this Subaward; or (iii) if the Subrecipient fails to comply with any legal and regulatory provisions referenced in the Subaward.

It is mutually understood and agreed that SBC may terminate this Subaward without cause upon fifteen (15) days written notice if sufficient funds are not appropriated by the Sponsor for this Subaward. In the event appropriate funding is not appropriated for this Subaward, SBC may propose an amendment to this Subaward for a reduced Scope of Services. Any such amendment shall require mutual agreement of the Parties. The continuation and renewal of this Subaward shall be subject to sufficient appropriated funds being received by the Sponsor to administer and support the Project.

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In the event of termination of this Subaward:

- a. Subrecipient must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. SBC shall only be liable to Subrecipient for the actual performed Services Subrecipient delivered pursuant to this Subaward, up until the effective date of the cancellation or as otherwise identified, in writing, by SBC. This provision does not preclude SBC from raising disputes concerning Subrecipient's Services rendered. Subrecipient hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from SBC's termination of this Subaward.
- b. Subrecipient shall submit all Work Products generated by Subrecipient as of the date of termination and return any and all Proprietary and Confidential information to SBC including all Writings prepared by it pursuant to this Subaward. The term "Writings" shall be construed to mean and include: handwritten, typewritten, printed, photographed, PDF and JPEG renderings, images and every other means of recording upon any tangible object and any form of communication or representation, including letters, words, pictures, sounds, symbols, digital media, and any and all combinations thereof (collectively "Writings"). SBC and the Sponsor shall have full ownership, rights, title, and interest of all such Work Products and Writings delivered by Subrecipient pursuant to this Subaward.
- c. SBC shall reimburse Subrecipient for actual costs incurred up to the date of termination, not to exceed the amount documented by Subrecipient and approved by SBC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Subaward as specified in Section 3a. Subrecipient shall furnish SBC with all documentation necessary to determine the reasonable value of the Services rendered by Subrecipient.

29. Non-Discrimination. During the performance of this Subaward, Subrecipient and its officers, employees, agents, and volunteers shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment on the basis of race, color, national origin, ancestry, ethnic group identification, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, sexual orientation, military or veteran status, age or any other prohibited ground in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq. or any other applicable law.

30. Reserved.

31. Subcontractors or Subgrantees. Nothing contained in this Subaward or otherwise, shall create any contractual relationship between SBC and any subcontractors or subgrantees of the Subrecipient, and no subcontract or grant shall relieve the Subrecipient of their responsibilities and obligations hereunder.

The Subrecipient's obligation to pay its subcontractors or subgrantees is an independent obligation from SBC's obligation to make payments to the Subrecipient. SBC shall have no obligation to pay Subrecipient's subcontractors or subgrantees directly or to enforce the payment of any monies to any subcontractor or subgrantee of the Subrecipient.

32. Sanctions. Should SBC determine the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Subaward. SBC shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of SBC.

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- 33. Debarment and/or Suspension.** Subrecipient represents and warrants that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 34. Entirety of Subaward.** This Subaward, including the attached exhibits, constitutes the entire Subaward between SBC and the Subrecipient with respect to the subject matter hereof, and expressly supersedes all prior written and oral Subawards and understanding between the Parties hereto. No other Subaward, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Subaward, shall be binding or valid.
- 35. Attorney's Fees.** In any court action at law or equity which is brought by one of the Parties to enforce or interpret the provisions of this Subaward, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.
- 36. Alteration.** No waiver, alteration, modification, or termination of this Subaward shall be valid unless made in writing and signed by all Parties, except as expressly provided in Sections 21 and 28.
- 37. Assignment.** SBC has specifically contracted for the Services of Subrecipient, and therefore, Subrecipient may not assign, delegate, or subcontract its obligations under this Subaward, either in whole or in part, without the prior written consent of SBC.
- 38. Exhibits.** All exhibits referred to herein shall be attached hereto and by this reference incorporated herein. Any breach by Subrecipient of any of the terms, conditions, duties, and obligations of any exhibit shall be considered a breach of this Subaward.
- 39. Severability.** If any provision of this Subaward or the application thereof is held invalid or unenforceable, that invalidity or unenforceability shall not affect or invalidate the remaining provisions or applications of this Subaward, but this Subaward shall be construed as if such invalid or unenforceable provision had never been contained herein. In any event, the remainder of the Subaward will remain in full force and effect.
- 40. Waiver.** No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach or default of any provision, term, condition, or covenant of this Subaward shall constitute consent to, or waiver of, any subsequent breach or default by the other party.
- 41. Dispute Resolution.** The Parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute submitted to binding arbitration as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("**Qualified Mediator**"). Within ten (10) days of a demand for mediation, the Parties shall attempt to mutually agree on a Qualified Mediator. If the Parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties' mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the Parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the Parties will make their best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The Parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorney's fees and costs as provided for in this Subaward. If the Parties are unable to resolve their dispute through mediation, the Parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the Parties shall attempt to mutually agree upon the selection of a neutral arbitrator who

Attachment B

shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the Parties' mediation, if the Parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("**Qualified Arbitrator**"). If the Parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the Parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the Parties arising from this Subaward or the subject matter of this Subaward, hear discovery disputes, and to award attorney's fees and costs to a prevailing party. Unless otherwise agreed to by the Parties, any decision or award as a result of the arbitration proceeding shall be binding upon the Parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs. Each of the Parties shall maintain the confidential nature of any mediation or arbitration proceeding and shall not, without the prior written consent of the other party, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.

42. Injunctive Relief; Enforcement. Nothing contained in the mediation and/or arbitration provisions of this Subaward shall be construed to prevent either party from obtaining available provisional injunctive remedies from an appropriate court before mediation or arbitration is commenced, upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. The request for a provisional remedy does not remove the dispute from final resolution by mediation or arbitration. Subrecipient hereby agrees and acknowledges that money damages or other remedies at law would not be sufficient or adequate remedy for any breach or violation of, or default under this Subaward.

43. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS SUBAWARD OR THE TRANSACTIONS CONTEMPLATED HEREBY.

44. Remedies. SBC shall have all remedies at law or equity, including the remedy of specific performance. All such remedies of SBC shall be cumulative and the award of one remedy shall not preclude the award of other remedies. SBC shall not be responsible for any consequential or incidental damages to Subrecipient, regardless of whether foreseeable or not.

45. Governing Law. This Subaward is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Subaward shall be in the County of Nevada, State of California.

46. Ambiguities Not Construed Against Drafter. The headings contained in this Subaward are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Subaward. The Parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Subaward and that this Subaward shall be interpreted as though prepared by both Parties.

47. Survival of Provisions. The following provisions of this Subaward shall survive the termination of this Subaward: Sections 3, 4, 8, 9, 22, 23-24, 26, 31, 34-46, 48, and all other provisions of this Subaward that by their nature extend beyond the termination of this Subaward.

48. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and addressed to the party being notified at the address set forth in this Subaward or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered

Attachment B

or five (5) days after being deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

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

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

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

Attachment B

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

IN WITNESS WHEREOF, the Parties have executed this Subaward as of the Effective Date stated above.

SIERRA BUSINESS COUNCIL:

By: _____

Name: STEVE FRISCH

Title: PRESIDENT

Date: _____

SIERRA BUSINESS COUNCIL:

By: _____

Name: KRISTIN YORK

Title: VICE PRESIDENT

Date: _____

SUBRECIPIENT:

By: _____

Name: Elaine Kabala

Title: Executive Director

Date: _____

Exhibit A: Scope of Work

ADD IN SCOPE OF WORK

DRAFT

Exhibit B: Budget Summary

Contract amendments to the Budget Summary are not required for shifts between line items that cumulatively remain under 10% of the total award as last approved. All requests for budget shifts over 10% must be submitted to and approved by SBC.

PASTE SUBRECIPIENT'S BUDGET AND RATES FROM RFP HERE

DRAFT

Exhibit C: Allowable Costs

In general, to be an allowable charge, a cost must meet the following criteria:

- Be necessary and reasonable for the performance of the Subaward;
- Be allocable to the Subaward;
- Conform to any limitations or exclusions set forth in the Subaward;
- Be consistent with policies and procedures that apply uniformly to allowable uses of general funds;
- Be accorded consistent treatment;
- Be determined in accordance with generally accepted accounting principles; and
- Be adequately documented.

Exhibit D: Disallowable Costs

The following costs are ineligible uses of grant funds:

- Exceeding the 10 percent cost cap for Administrative and/or Indirect costs.
- Lobbying or advocacy work, such as direct lobbying for the passage of specific bills or local propositions.
- Expenses not related to the Project's efforts.
- Commission fees.
- Ongoing operational costs beyond the Subaward term.
- Using funds for mitigation activities that are already mandated by local or state governing bodies or agencies.
- Expenses for publicity not directly related to the Project's efforts.
- Bonus payments of any kind.
- The purchase of alcohol.
- Payments on existing debt or debt servicing fees.
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Services, materials, or equipment obtained under any other state program.
- Stewardship of legal defense funds.

Exhibit E: Subrecipient's Proposal

PASTE SUBRECIPIENT'S RFP HERE

DRAFT



Chipmunk Canyon Existing Conditions Analysis

Inyo

\$188,650

APPLICANT INFORMATION			
Applicant Name	Elaine Kabala	County	Inyo
Organization	ESCOG		
Phone Number	1-323-652-0390	Email	ekabala@escog.ca.gov
Affiliated Organization Name and Description:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a joint power authority representing Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes. The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. The ESCOG would serve as the project administrator and project manager for this project.</p>			
Applicant & Organization experience in the Region:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency representing City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County.</p> <p>The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. The ESCOG currently oversees the Sustainable Recreation and Ecosystem Management Program (SREMP), the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program.</p> <p>The SREMP was established to coordinate projects integrating responsible ecosystem management, sustainable outdoor recreation, and economic development using the best available science and planning processes. Under this program, the ESCOG has administered the Eastern Sierra Pace and Scale Accelerator, the Buttermilk Infrastructure and Recreation Initiative (BIRPI), and the Towns-to-Trails feasibility study. The BIRPI and Towns-to-Trails plans were both identified under the Eastern Sierra Sustainable Recreation Partnerships (ESSRP's) regional Sustainable Recreation Planning Initiative (SRTI) as priority projects. The Eastern Sierra Pace and Scale Accelerator incubated local third-party NEPA capacity to increase the pace and scale of wildfire resiliency projects in Inyo and Mono Counties. The BIRPI included installation of toilet infrastructure in a key destination in the Bishop area and the development of a conceptual recreation management plan in implementation. The Towns-to-Trails plan is a feasibility analysis to establish a trail alignment through Inyo, Mono and Alpine Counties using only existing, soft surface infrastructure. https://escog.ca.gov/</p>			

PROJECT INFORMATION
Description of proposed project or program seeking funding:
Overview: Chipmunk Canyon is a user-created unauthorized trail network spanning Bureau of Land Management (BLM), Inyo National Forest (INF) and Los Angeles Department of Water and Power (LADWP)

lands southwest of Bishop, CA. The area is a highly popular destination; however, it has not undergone any environmental review allowing agencies to permit recreational use. Budget and capacity constraints prevent agencies from being able to conduct legally required planning and environmental review to consider Chipmunk Canyon's development as a recreation destination. Chipmunk Canyon is a critical segment of the ESCOG Towns-to-Trails regional trail plan.

Scope: The project will develop an existing conditions analysis of the unauthorized trail network to inform required environmental review to determine if a formal trails network is feasible, identify and plan for appropriate recreation amenities, engage with Tribes and interested communities parties to inform the conceptual recreation plan.

Objectives:

1. Define project area
2. "Groundtruth" existing data
3. Conduct use analysis and establish traffic data
4. Conduct Tribal/public engagement
5. Conduct assessment of known resources
6. Identify routes that may be formalized or restored
7. Identify needs for recreation infrastructure
8. Develop corridor concepts for environmental review
9. Identify funding/implementation mechanisms

Success metrics

1. Number of collaborative participants
2. Identification of appropriate routes
3. Completed existing conditions analysis to inform NEPA/CEQA
4. Identification of model for stewardship:
 - Governance between land managers
 - Establishing 501c3 partnership
 - Establish job training collaboration with Cerro Coso Community College

Timeline: March 2025 - July 2026

Stage of Project or Program's readiness:	Exploratory
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Chipmunk Canyon is an exploratory project. The network consists of approximately 50 miles of unauthorized user created trails identified using openstreetmaps, none of which have been ground truthed. Recreation planning and environmental review are required for remediation of and assessment to formalize Chipmunk Canyon as a recreation area, plan for necessary infrastructure, identify resource concerns, and appropriate route corridors to plan for ongoing trail stewardship and mitigate impacts to sensitive resources. BLM, INF, LADWP and Inyo County have all expressed the need to complete environmental review and plan for ongoing stewardship of the network; however, this work is hindered by existing agency staffing and funding capacity. During the development of the Towns-to-Trails alignment, BLM would frequently cite the need to complete this work. This exploratory phase will provide the existing conditions analysis and data collection to inform the environmental review and development of a shared management plan to evaluate Chipmunk Canyon as a recreation destination. Chipmunk Canyon has been identified as a critical segment for ESCOG's Town-to-Trails regional trail network (<https://www.townstotrails.org/>). Completion of the existing conditions analysis will support implementation the broader regional trail plan. Towns-to-Trails was identified as a priority project in the regional Sustainable Recreation and Tourism Initiative.

Description of Planned Beneficiaries:

The ESCOG project will provide economic development and job creation opportunities for communities identified as disinvested by the Sierra Jobs First Regional Summary in Inyo County, including:

- Bishop Paiute Reservation Need (pop. 1,914)
- Big Pine Paiute Tribe (pop. Approx. 500)
- City of Bishop (pop. 3,742)
- Inyo County (pop. 18,527)

Each of these communities is impacted by rurality impacts, geographical isolation, under investment by government agencies, and lack of economic diversification.

The Chipmunk Canyon existing conditions analysis will support economic development and job creation for recreation and environmental planning professionals, recreation stewards and small business, particularly in the surrounding disinvested communities of Bishop, the Bishop Paiute Tribe, and Inyo County. The initial planning phase will create professional opportunities for GIS mapping, public engagement and plan development. ESCOG will partner with Cerro Coso to use students in the Outdoor Leadership program to provide work experience opportunities that are required by the curriculum to prepare students for careers in land management. Once environmental analysis is completed, there will be opportunities to expand non-profit stewardship and trail building organizations by leveraging third-party capacity for implementation work, furthering strengthening the recreation economy proposed by the Sierra Jobs First strategic plan.

Finally, formalizing the recreation asset bolsters Inyo County's recreation amenities and attractions, supporting local businesses and entrepreneurs. The project will also create dedicated opportunities for disinvested communities to have a seat at the table of ongoing planning and management strategies, be included in job creation opportunities, inform projects based on cultural knowledge, and incorporate tribal cultural education and tourism.

Priority Sector(s): Sustainable Rec & Tourism,

Foundational Elements: Land Use & Tenure

Describe priority Sector and/or Core issue impacted by the project:

Inyo County communities share limited economic impacts associated with rurality, geographic isolation, underinvestment, and economic dependence on tourism. The Eastern Sierra economy is constrained by land tenure, under-resourced agencies, and rely heavily on inter-jurisdictional funding to advance economic goals. This project addresses foundation elements to strengthen regional partnerships and Sustainable Recreation and Tourism priority sectors identified in the Sierra Jobs First Strategic Plan.

These strategies include:

- Collaboration with governments, Tribes, land management agencies, and utilities to prioritize projects in sustainable recreation.
- Identifying and secure funding mechanisms for infrastructure improvements on public lands.
- Developing policies to facilitate land availability for local community and economic development.
- Creating collaborative plans and agreements to prepare shovel-ready projects for funding opportunities.
- Supporting local small businesses and NGOs in providing third-party contract staff to address agency funding gaps for planning, environmental permitting, and project implementation.
- Partnering with workforce development organizations and educational institutions to create training programs addressing public agency capacity needs.
- Convening a regional collaborative to enhance vocational, certificate, and higher education programs aligned with workforce opportunities in the Sierra region.

This project will allow for the potential development of a new recreation amenity, create job pathways for land management planning and recreation infrastructure implementation. It will also leverage regional collaboratives including government, Tribal, workforce, non-profit and entrepreneurial partners to build new partnerships to achieve mutual land management and community economic development goals.

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FUNDING INFORMATION	
Total Award:	\$188,650
Budget:	See attached
This project has match funding:	FALSE

PROJECT ALIGNMENT
<p>Description of proposed project alignment with CA Jobs First Goals related to impact <i>Explanation of how the proposed project will advance the regional strategy and any externalities or risks for implementation.</i></p> <p>This project advances strategies identified in both the foundational elements and target industry sections of the SJR strategic plan, including:</p> <ul style="list-style-type: none"> • Investing in infrastructure on public lands to enhance access and support economic development. • Identifying opportunities for entrepreneurs and NGOs to provide third-party contract staff capacity to support gaps in agency funding (plan, environmental permitting, and project implementation). • Identifying funding mechanisms to invest in infrastructure improvements on public lands • Improving land management in the region through strengthened regional partnerships, establishing opportunities and job pathways for entrepreneurs and NGOs to supplement capacity gaps, identifying funding mechanisms to invest in public lands, and developing community-led land tenure strategies. • Developing collaborative plans in partnership with federal agencies that address local community needs, such as expanding trail networks. • Establishing partnerships to develop job pathways into land management careers. • Establishing and expanding pilot programs to enhance access to sustainable recreation and tourism on public lands through public lands partnerships agreements, collaboratively developed recreation plans, and project implementation that will increase capacity through business expansion and job training.
<p>Description of proposed projects alignment with CA Jobs First Goals related to economic impact <i>Explain the economic impact potential for the Sierra Jobs First region (i.e. jobs created or retained, capital attraction, local investment, events, etc). This section may include detailed analysis and quantifiable data supporting the projected economic benefits and enhanced resilience in the region (see exhibits).</i></p> <p>Sustainable Recreation represents the highest percentage (28%) of regional employment of all industries. The Sierra Jobs First Strategic Plan states “Sustainable recreation represents an area of economic specialization for the region, with an occupation rate 64% higher than statewide averages across this economic sector. With its high employment numbers, this is an important regional investment area.” Sustainable recreation is anticipated to increase by 26% by 2030, demonstrating the most significant growth potential of any industry sector. This project addresses risks identified in the Strategic Plan, including economic vulnerability associated with seasonality of recreation opportunities by creating a new recreation amenity in the Owens Valley, which benefits from mild winters and shoulder seasons. This will also diversify recreation assets in the region and mitigate economic impacts associated with climate events. This project will also create workforce development opportunities in collaboration with Cerro Coso Community College to align training curricula for land management planning careers, including planning, trail building, restoration, and ecological education. The collaboration between the ESCOG, land managers and workforce development organizations will help coordinate employment opportunities to bridge seasonality between higher elevation land management and recreation positions and lower elevation roles. Finally, this project will serve as a foundational pilot for interjurisdictional coordination to advance sustainable recreation development to strengthen and diversify the recreation economy and create new opportunities for small businesses, non-profits, and others.</p>

<p>Description of proposed projects alignment with CA Jobs First related to climate goals</p> <p><i>Identify the proposed project's impact on sustainability, specifically a carbon neutral, climate-resilient economy that addresses the needs of the region's communities and the innovation ecosystem.</i></p> <p>The Sierra Jobs First Strategic Plan acknowledges that budget and capacity constraints among public land managers hinder investments in sustainable recreation and climate resiliency projects. The ESCOG project addresses these challenges by fostering public and private partnerships to improve recreation infrastructure, expand tourism opportunities, and promote sustainable land management practices.</p> <p>Climate change impacts include rising temperatures, drought, flooding, wildfire, and ecosystem degradation and threaten not only communities but also the region's reliance on tourism. Seasonal challenges like reduced snowfall, flooding, smoke, and wildfires heighten economic vulnerability. This project seeks to create a climate-resilient economy by building job pathways to implement projects that mitigate climate impacts to sustainable recreation, including ecosystem resource protection and watershed restoration. Partnerships with Cerro Coso College will support workforce development and pilot initiatives that strengthen infrastructure, diversify recreation, and improve land management practices.</p> <p>This project will help diversify recreation assets and activities in the region to mitigate losses to the tourism industry associated with drought, lack of snowpack, and flooding prevention.</p>
<p>Description of proposed projects alignment with CA Jobs First Goals related to equity and long-term sustainability</p> <p><i>Explain how this project advances prosperity by creating living wage, benefitted jobs or career pathways for disinvested communities or a path to building wealth through entrepreneurship or related activities.</i></p> <p>This project increases equity in two primary areas: increased and sustainable inclusion of divested communities in recreation planning and stewardship, and improved access to quality job pathways. The Chipmunk Canyon Existing Conditions Analysis including disinvested communities in these regional collaboratives will increase opportunities to include traditional ecological knowledge into land management practices and implementation programs, improve tribal collaboration, and ensure that workforce development programs include equitable participation and inclusive recruitment.</p> <p>These collaboratives can also help to develop solutions to coordinate workforce to bridge seasons to transition seasonal employment to create year-round positions. Year-round employment opportunities, workforce development and targeted outreach can improve equitable access to quality jobs, engage disinvested communities, and empower people to create stable livelihoods. The project will help forge new and replicable pathways to partner between land management jurisdictions to support mutual stewardship goals and build new economic recreation and tourism opportunities.</p>

PROJECT MANAGEMENT & COMMUNITY SUPPORT
<p>Project team</p> <p><i>Provide information on roles, responsibilities, and prior experience. For partnerships, provide evidence of commitment or MOU explain your long-term strategy for collaboration with local organizations and community stakeholders. Clearly define their scope of work, detailing their respective activities.</i></p> <p>The project will be administered by the ESCOG JPA. The project manager will be the ESCOG Executive Director, supported by two project management staff supporting Sustainable Recreation and Tourism and Natural and Working Lands sector industries. Planning and public engagement scope will be outsourced to local contractors in partnership with Cerro Coso for potential internship and job training opportunities.</p> <p>Responsibilities will include:</p> <ol style="list-style-type: none"> 1. Project management

2. Procurement of qualified contractors
3. Establishing baseline data
 - o Define project area
 - o “Groundtruth” existing data on use trails
 - o Conduct use analysis and establish traffic data
 - o Assessment of known resources
4. Conduct Tribal and public engagement
5. Identify routes to that may be formalized or restored
6. Identify needs for potential infrastructure such as parking/staging areas, toilets, etc
7. Develop corridor concepts for environmental review/clearance
8. Identify funding mechanisms for implementation

Partners will include, but are not limited to:

Land Management Agencies

- Inyo National Forest
- Bureau of Land Management
- Los Angeles Department of Water and Power

Responsibilities: Provide existing data, develop project area definition, attend public engagement meetings, review existing conditions analysis and recommendations.

Local Government Agencies

- City of Bishop
- Inyo County Responsibilities: Attend public engagement meetings, serve as local governance partners.

Regional Tribal Agencies • Bishop Paiute Tribe

- Big Pine Paiute Tribe • Others as appropriate

Responsibilities: Attend public engagement meetings, provide input related to cultural resource stewardship and education, collaborate on opportunities for cultural tourism and education component.

Workforce Development Partners

- Cerro Coso Community College

Responsibilities: Attend public engagement meetings, collaborate to identify internship opportunities for data collection and planning activities.

These partners will be consulted in regular meetings to identify regional project priorities, project planning and implementation needs, opportunities for collaboration, grants and funding mechanisms, and workforce development and job placement. Community support for this work has been demonstrated by the establishing of the ESCOG JPA in 2020, the adoption of the Sustainable Recreation and Ecosystem Management Program in 2021, the Sustainable Recreation Partnership, the Eastern Sierra Comprehensive Economic Development Strategy, and the Sierra Jobs First Strategic Plan.

Declaration of ability to meet expenditure deadline of September 2026

The Eastern Sierra Council of Governments (ESCOG) has a proven track record of successfully managing grant-funded projects in full compliance with funding requirements, budgets, and timelines. This includes delivering multi-agency projects that require careful coordination across jurisdictions and stakeholders. With established processes for project management, fiscal accountability, and stakeholder collaboration, the ESCOG is well-positioned to meet the expenditure deadline of September 2026.

Leveraging its expertise, the ESCOG has implemented strategies to ensure timely and efficient use of resources, including hiring qualified personnel, securing partnerships with experienced contractors, and maintaining regular progress tracking and reporting mechanisms. These systems enable the organization to identify and address potential delays or budget constraints proactively.

Additionally, the ESCOG's ability to complete past projects within prescribed deadlines demonstrates its capacity to mobilize resources, engage community and agency partners effectively, and adapt to unforeseen challenges. This capacity will be critical in managing the complexities of the proposed project while ensuring compliance with all funding requirements.

Evidence of partnership from a "Disinvested Community" – See attached

Letters of support from community members – See attached

This project has Tribal leadership or partnership: FALSE

This project has a Tribal letter of support: FALSE

**Sierra Jobs First**

Catalyst Project Funding Grant Application Project Budget

Name of Organization: ESCOG
 Name of Project: Chipmunk Canyon Existing

Project Budget *Please provide a detailed line-item budget for your project by completing the budget form below. Include all sources of funding for the proposed project or program.*

Expense Category	Brief explanation of Expense Category (ex: X # of FTEs, equipment needed, etc. Use tab 2 for full budget narrative)	Match Funding from Applicant	Match Funding from Other Sources	Amount Awarded from Catalyst	Total for Project
Personnel	ESCOG Project Management	\$ -			\$ -
Fringe benefits		\$ -	\$ -		\$ -
Total Personnel Expense		\$ -	\$ -	\$ -	\$ -
Supplies	Printing, mapping supplies	\$ -	\$ -	\$ 5,000	\$ 5,000
Equipment (over \$5,000)	Trail Counters	\$ -	\$ -	\$ 5,000	\$ 5,000
Operating Expense	None	\$ -	\$ -	\$ -	\$ -
Travel	Field visits, meetings		\$ -	\$ 5,000	\$ 5,000
Comms/Outreach	Engagement & Outreach		\$ -	\$ 1,500	\$ 1,500
Other:	None			\$ -	\$ -
					\$ -
					\$ -
Contractors	Strategy Development			\$ 150,000	\$ 150,000
	BLM Consulting Staff				\$ -
	Forest Service Consulting Staff				\$ -
	Tribal Engagement Stipends			\$ 5,000	\$ 5,000
					\$ -
Subtotal		\$ -	\$ -	\$ 171,500	\$ 171,500
Overhead (max 10%)				\$ 17,150	
Grand Total		\$ -	\$ -	\$ 188,650	\$ 171,500

Notes;

Personnel Include number of FTEs paid from the lead organization's staff
 Fringe benefits Fringe benefits - include estimated percentage based on personnel costs. If no fringe, indicate zero
 Travel: Include projected number of trips, reason and expense per trip

**Budget Narrative****Project Name:**

Chipmunk Canyon Existing Conditions An

For each budget line item on tab 1, explain how requested funds will be deployed and provide a justification for the expense related to the proposed project. For example, number of FTEs x rate, benefit rate, itemized supplies, list of contractors with amounts, etc

Instructions:

Total Requested Explanation for use of funds

Personnel	\$	-	(.25) FTE ESCOG staff @ fully loaded rate \$72.75/hr
Fringe benefits	\$	-	None
Supplies	\$	5,000	Supplies for field visits and mapping
Equipment (over \$5,000)	\$	5,000	Trail counters to establish actual traffic data
Operating Expense	\$	-	None
Travel	\$	5,000	Travel expenses for field visits
Comms/Outreach	\$	1,500	Press releases, marketing materials and outreach materials
Other:	\$	-	None
	\$	-	None
	\$	-	None
			Procuring consultants for existing conditions analysis, including mapping, public engagement and preliminary environmental analysis as needed
SubContractors	\$	150,000	
BLM Consulting Staff	\$	-	BLM staff consulting reimbursement
Forest Service Consulting Staff	\$	-	USFS staff consulting reimbursement
Tribal Engagement Stipends	\$	5,000	Stipends for Tribal engagement
Overhead (max 10%)	\$	17,150	



SUBAWARD AGREEMENT

This Subaward Agreement (“Subaward”) is entered into this 1st day of April, 2025 (“Effective Date”) by and between Sierra Business Council, (“SBC”), a California 501(c)(3) nonprofit corporation and **Eastern Sierra Council of Governments “ESCOG”** (“Subrecipient”) for the purpose of providing funding support to the Subrecipient for the provision of services under the terms and conditions as defined below. SBC and Subrecipient may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. SBC has received a grant award from the State of California Employment Development Department (“Sponsor”) for the California Jobs First, Catalyst Program (“Project”).
- B. SBC has the authority to subaward and disburse funds from the Project to the Subrecipient and set the terms and conditions outlined below.
- C. Subrecipient represents to SBC that it understands this is a Cost-Reimbursable Subaward, as described in Section 3 hereof.
- D. Subrecipient represents to SBC that it is fully qualified and eligible to receive the funds awarded to it as part of this Subaward.
- E. Subrecipient represents to SBC that it understands and will comply with all requirements, including subsequent guidance, issued by the Sponsor for the Project.
- F. This Subaward shall govern the performance of Subrecipient’s services related to the Project.

SUBAWARD

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

1. **Scope of Work.** Subject to the terms and conditions set forth in this Subaward, Subrecipient shall complete the tasks and activities described in Exhibit A: “Scope of Work” attached hereto (“Services”).

The Subrecipient shall fulfill all assurances, declarations, representations, and statements made by the Subrecipient in their Proposal, amendments there to, approved modifications thereof, and communications filed in its application for a Subaward, which is attached hereto as Exhibit E (“Proposal”).

2. **Term.** The period of this Subaward is April 1, 2025, through September 30, 2026, on which date this Subaward will automatically terminate unless terminated earlier. Any extension to this Subaward must be in writing and signed by signatories of SBC and Subrecipient.

3. **Reimbursement and Payment.**

- a. **Reimbursement.** Subrecipient shall be reimbursed on a cost-reimbursable basis, for actual costs incurred under this Subaward. Reimbursed costs shall not exceed a total of **Two Hundred Fifty-Three Thousand Dollars (\$253,000.00)**. Costs and Expenditures shall be in accordance with the Budget in Exhibit B: “Budget Summary,” and with the Sponsor’s terms

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and conditions. It is understood that no substantial variations will be made to the budget without prior written approval by SBC.

The allowability of costs and cost allocation methods for Services performed under this Subaward must conform with SBC's and the Sponsor's policies, Subaward provisions, and Subrecipient's internal policies in effect on the start date of the Subaward.

b. Invoicing. The Subrecipient shall submit invoices and supporting documentation to SBC to receive reimbursement for expenditures incurred. Invoices shall be submitted monthly by the 15th of each month. Invoices may not be submitted more frequently than monthly.

A copy of the invoice shall also be emailed to SBC's accounting team at: accounting@sierrabusiness.org. The Subrecipient is required to provide detail to support all budget categories, and documentation to support the expenditures invoiced.

All invoices must:

1. Show costs in U.S. Dollars;
2. Be dated;
3. Be sequentially numbered;
4. State the billing service period;
5. Provide a current and cumulative breakdown of costs by major cost category in accordance with Exhibit B: "Budget Summary;"
6. Include the Subaward number; and
7. Include a statement certifying that the invoice is true and accurate, and expenditures claimed represent actual costs for work performed under this Subaward.

Invoices must be submitted even if there are \$0 expenditures for the reporting month.

The Subrecipient's final invoice under the Subaward shall clearly be marked "FINAL," shall comply with the above invoicing instructions, and must be submitted **NO LATER THAN** thirty (30) days after the Subaward end date or it may not be paid.

Invoices that do not comply with the above requirements may be returned without payment, or payment may be delayed. The Subrecipient shall have the right to correct and resubmit any rejected or returned invoices prior to the end of the Subaward.

Subrecipient shall use the invoice template provided by SBC.

c. Supporting Documentation. With every invoice, Subrecipient shall submit documentation to SBC supporting the expenditures billed on Subrecipient's invoice including:

1. Employee time tracking (i.e. timesheets);
2. Subcontractor invoices and supporting documentation;
3. Itemized Receipts; and
4. General Ledger Report supporting the transactions and amounts billed on Subrecipient's invoice.

Additional criteria and guidance may be provided by SBC upon the execution of the Subaward.

d. Payment. SBC shall reimburse Subrecipient for allowable costs, not more often than monthly and within 30 days **after** SBC receives the funds from the Sponsor for reimbursement of Subrecipient's invoice.

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All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

SBC retains the right to withhold or rescind payment for non-compliance with the terms and conditions of the Subaward or the Sponsor's policies including Subrecipient's failure to adhere to the invoice, supporting documentation, and reporting terms, or any unsatisfactory Services until such time the Services are performed satisfactorily or the Subrecipient is in compliance with all terms and conditions. SBC reserves the right to reject invoiced costs, in accordance with the terms and conditions of this Project. However, SBC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item or amount in dispute.

SBC will not reimburse the Subrecipient for costs identified as ineligible for funding. If funds have been provided for costs subsequently discovered to be ineligible, SBC may either withhold an equal amount from subsequent payments to the Subrecipient or require repayment of an equal amount to SBC by the Subrecipient.

SBC is not obligated to pay for any costs incurred by the Subrecipient prior to the date of commencement of this Subaward.

The closeout of this Subaward does not affect SBC's or the Sponsor's right to disallow costs and recover funds on the basis of a later audit or other review.

e. Travel Costs. Any travel costs will be paid on a cost reimbursable basis at the U.S. General Services Administration per diem rates when supported by receipts and approved by SBC. The Subrecipient shall not incur any travel costs unless the travel is in compliance with the Sponsor's restrictions or any other restrictions described in this Subaward. The Subrecipient shall not use Subaward funds for international travel.

f. Fiscal Requirements. The Subrecipient must establish, manage, and maintain an appropriate system of internal controls, accounting records, and documentation of the receipt and disbursement of funds according to Generally Accepted Accounting Principles, other state regulatory requirements, and the direction of SBC and/ or Sponsor.

g. Sufficiency of Funds. This Subaward is contingent upon and subject to the availability of funds provided by the Sponsor. SBC, at its sole option, may terminate or suspend this Subaward, in whole or in part, without penalty or further payment being required, if (i) the Sponsor fails to make an appropriation sufficient to pay such obligation, or (ii) the Sponsor changes or decreases SBC's funding. Subrecipient will be notified in writing of such failure of appropriation or of such reduction or decrease.

4. Reporting Requirements.

a. Progress Report Meetings. SBC will conduct regular progress report meetings, which may take place in person, over a video conference platform, or by telephone.

b. Quarterly Progress Reports. The Subrecipient shall submit Quarterly Progress Reports no later than thirty (30) days after the end of the corresponding quarter. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Subrecipient's activities, milestones, and accomplishments achieved, relevant lessons learned, and any challenges or problems encountered in the performance of the work under this Subaward during the reporting period.

c. Expenditure Projection Report. On a quarterly basis, Subrecipient must submit a projection of expected expenditure costs for the next quarter.

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- d. **Subcontractor List.** With the first invoice and whenever the Subrecipient has a new Subcontractor, Subrecipient must submit a Subcontractor List providing the following information:

- a. Name of organization/business;
- b. Amount of the subcontract;
- c. Term (beginning and end date); and
- d. Type of procurement process used to obtain subcontract.

Subrecipient shall use reporting templates provided by SBC.

Subrecipient agrees to a final closeout award call with SBC within 120 calendar days of the Subaward End Date. This closeout engagement may take place over a video conference platform, by telephone, or as a site visit.

5. **Procurement.** The Subrecipient's procurement processes must adhere to state and local requirements. Contracts with other entities for the acquisition of goods and services with funds provided under this Subaward must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations.

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

This Subaward does not create an employer-employee relationship between the Subrecipient and SBC and shall not in any way be construed to constitute the Subrecipient as an employee, agent, or representative of SBC.

Subrecipient acknowledges and agrees that Subrecipient and its employees have no rights, entitlements or claim against SBC for any type of employment benefits or workers' compensation or other programs afforded to SBC employees including paid vacation, sick leave, health insurance, and retirement plan participation.

Neither Subrecipient nor any of its officers, agents, representatives, employees, or volunteers shall, under any circumstances, have the authority to act for or to bind SBC to any contract or obligation, express or implied or to otherwise represent that SBC is in any way responsible for Subrecipient's acts or omissions.

7. **Tax Requirements and Responsibilities.** Subrecipient acknowledges it will be solely responsible for, and will timely file and pay, tax returns and income tax payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of any remuneration pursuant to this Subaward. No part of any remuneration will be subject to payroll tax withholding and payment by SBC including, but not limited to, federal income tax, state income tax, federal and state employment taxes, federal social security tax, and federal Medicare tax. In the event that it is determined by any taxing authority that SBC improperly failed to withhold and remit any taxes relating to the payment of compensation from SBC to Subrecipient, Subrecipient agrees to: (a) indemnify SBC, to the maximum extent permissible by law, for any and all cost(s) and expenses relating to such action, including, but not limited to, attorneys' fees, taxes (except the employer portion of any taxes, for example, FICA), penalties (including any penalties related to the employer portion of any taxes), and interest (including any interest related to the employer portion of any taxes) assessed against SBC by any tax authority, and (b) provide SBC, upon request, with a completed IRS Form 4669, Statement of Payments Received, and a completed EDD Form DE 938P, Claim for Adjustment or Refund of Personal Income Tax, attesting that Subrecipient reported such compensation received from SBC to the tax authorities. Lastly, Subrecipient agrees to provide SBC with a completed Form W-9, Request for Taxpayer Identification Number and Certification prior to

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SBC's first payment to Subrecipient. SBC shall issue Subrecipient an IRS Form 1099 each year, as appropriate, in accordance with its regular business practices and applicable law.

- 8. Monitoring and Audits.** SBC reserves the right to perform monitoring audits related to the Subaward including all costs reimbursed to the Subrecipient under the Subaward at any time during the term of the Subaward. The Subrecipient shall be subject to examination and audit by SBC for a period of three (3) years after final payment under this Subaward with respect to all matters connected with this Subaward, including but not limited to, the cost of administering this Subaward. The Subrecipient shall cooperate with SBC to provide timely responses to any requests for data, reports, and documentation that SBC or the Sponsor deems necessary for the monitoring and audit of the Subaward.

If required by the Sponsor at any time, SBC may require the Subrecipient to have an audit conducted by and a report prepared by an independent Certified Public Accountant to the Sponsor's specifications at the Subrecipient's expense. Failure or refusal by the Subrecipient to comply with this provision shall be considered a breach of this Subaward, and SBC may elect to take any action it deems necessary to protect its interests.

All records of the Subrecipient or its subcontractors related to the Subaward shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Subaward.

If an audit reveals any impropriety, SBC may conduct a full audit of any or all the Subrecipient's activities pursuant to the Subaward. The Subrecipient understands and agrees that this data may be shared with the Sponsor and its stakeholders.

The Subrecipient agrees it shall return any funds deemed to be disallowances or over payments under the Subaward to SBC.

- 9. Records.** Subrecipient shall maintain, at all times, complete detailed records with regard to work performed under this Subaward in a form acceptable to SBC, and SBC shall have the right to inspect such records at any reasonable time. Subrecipient agrees to maintain and preserve all records relative to this Subaward, for three (3) years after termination. Subrecipient agrees to permit SBC and the Sponsor's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Subaward.
- 10. Personnel.** Subrecipient represents that it has or shall secure at its own expense, all staff required to perform the Services described in this Subaward and shall assign only competent personnel to perform Services pursuant to this Subaward. In the event SBC requests Subrecipient to remove one of its team members, including employees, volunteers, and members of the Project Team, from performing Services pursuant to this Subaward for cause, Subrecipient shall remove any such person(s) immediately upon receiving written notice from SBC.
- 11. Change in Staffing.** Any replacements of staff identified in the Subrecipient's proposal with alternates must be approved by SBC.
- 12. Labor Code Compliance.** The Subrecipient agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all subcontracts to assure that applicable prevailing wage provisions of the Labor Code are being met.
- 13. Facilities, Equipment and Other Materials, and Obligations.** Subrecipient shall, at its sole cost and expense, furnish all facilities, equipment, and other materials necessary and/or required for furnishing Services pursuant to this Subaward.
- 14. Licenses and Permits.** Subrecipient represents and warrants to SBC that (i) Subrecipient is qualified and competent to provide all Services under this Subaward; and (ii) Subrecipient and all employees of Subrecipient hold all necessary and appropriate licenses, permits, qualifications, and approvals legally

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required for Subrecipient to practice its profession and fulfill the terms of this Subaward. Subrecipient shall, at its sole cost and expense, maintain at all times during the term of this Subaward any licenses, permits, qualifications, and approvals required to furnish the Services and shall obtain all necessary releases (both location and personal), and authorizations and/or permits with respect to all intellectual property rights including music, stock photos, and footage. Failure to do so shall constitute a material breach of this Subaward.

15. Insurance Requirements. At Subrecipient's sole cost and expense, Subrecipient agrees to obtain and maintain for the term of this Subaward the following insurance policies that cover any acts or omissions of the Subrecipient, its subcontractors, or its employees engaged in the provision of Services specified in this Subaward:

- a. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.). If the Subrecipient has no employees and is not required by law to carry Workers Compensation coverage, the Subrecipient shall sign a statement attesting to this condition and agreeing they have no rights, entitlements or claim against SBC for any type of employment benefits or Workers' compensation or other programs afforded to SBC employees.
- b. Commercial General Liability Insurance with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence, two million dollar general aggregate, covering claims which may arise from or in connection with the performance of Subrecipient's Services hereunder including property damage, products and completed operations, advertising injury, and personal injury (including bodily injury and death).
- c. Professional Liability Insurance (Errors and Omissions) with a limit of no less than one million dollars (\$1,000,000.00) per occurrence or claim, one million dollar (\$1,000,000.00) aggregate, covering liability arising from any error, omission, negligent or wrongful act of the Subrecipient, its officer, directors, or employees.
- d. Automobile Liability Insurance with limits not less than the amounts below for combined single limit per accident including coverage for bodily injury and property damage, if Subrecipient will drive an automobile in connection with Subrecipient's performance of Services under this Subaward. Such insurance shall cover liability arising out of a motor vehicle including owned, schedule, or hired, and non-owned motor vehicles.
 - i. 7 or fewer passengers: \$1,000,000
 - ii. 8-15 passengers: \$1,500,000
 - iii. 16+ passengers: \$5,000,000

The Subrecipient shall name Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees as additional insureds, for activities undertaken pursuant to this Subaward with a provision that said insurance shall apply as primary and noncontributory. The additional insured endorsement must accompany the Certificate of Insurance.

The Subrecipient must submit original Certificates of Insurance and additional insured endorsements to SBC within ten (10) days of the execution of this Subaward. Failure to obtain and provide these required documents prior to beginning the performance of Services shall not waive Subrecipient's obligation to provide them. SBC reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

SBC reserves the right to modify these insurance requirements including limits based on risk, the Sponsor's requirements, and other special circumstances.

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Coverages required will not limit any liability of the Subrecipient. If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, SBC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBC.

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

The Subrecipient shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Subaward.

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that Sierra Business Council and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees are added as additional insureds on insurance required from subcontractors.

16. Representation and Warranty. Subrecipient represents and warrants to SBC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Subaward, or which will interfere with the performance of the Services.

17. Risk. Subrecipient shall perform the Services at its own risk. SBC will not reimburse Subrecipient for any expenses incurred by Subrecipient as a result of Services rendered under this Subaward, unless otherwise agreed by SBC in advance.

18. Standard of Performance. All Services provided by Subrecipient shall conform to the standards or quality normally observed by a person practicing in Subrecipient's profession and shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Subrecipient with the background, experience, and skillset that Subrecipient has represented it has.

19. Time for Performance. Time is of the essence. Subrecipient shall devote such time as is reasonably necessary for the satisfactory performance of Subrecipient's obligations pursuant to this Subaward. Failure of Subrecipient to perform any Services within the time limits set forth herein shall constitute a material breach of this Subaward subject to the early termination provisions set forth herein.

20. Notice of Delays. Subrecipient shall document and report immediately problems, delays, or adverse conditions which are known or should be known to materially impair Subrecipient's ability to meet the objectives of this Subaward. This information must be disclosed by Subrecipient to SBC in a prompt and timely manner, and may include, among other areas, notice to SBC of loss of employer partners committing to substantial job placements, significant changes in project leadership or loss of participation of key personnel, loss of key strategic partners, or other matters that are necessary for the completion of Project's objectives. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

21. Force Majeure. Either party shall be excused from any delay or failure in performance required hereunder if performance would be inadvisable, commercially impracticable, illegal, or impossible by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, hurricanes, floods, earthquakes, avalanches, tornadoes, fire, explosions, acts of war, terrorist acts or threats of terrorist acts, insurrection, civil commotion, riots, strikes, lock-outs or other serious labor disputes, transportation shutdowns, measures of any governmental authority or actions, quarantine, disease or epidemics or outbreaks, or other acts of nature, natural catastrophes or natural

disasters. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate this Subaward as per Section 20 upon written notice to the other party.

22. Non-Disclosure. SBC and Subrecipient agree not to disclose any contents of this Subaward that have not been made publicly available by SBC or the Sponsor to any third party without the prior written consent of the other party except: (i) to its advisors, attorneys or auditors who have a need to know such information; (ii) as required by law or court order; (iii) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets; (iv) as may be required in connection with the enforcement of this Subaward; or (v) in connection with the performance of Services.

23. Intellectual Property. In this Subaward the term "Work Product" shall mean all work products generated, created, or produced by Subrecipient solely or jointly with others in the performance of the Services, in whatever form or medium, electronic or otherwise, including, but not limited to, any and all information, notes, worksheets, reports, data, materials, drawings, photographs, negatives, images, video footage, recordable media, renderings, plans, records, diagrams, formulae, processes, technology, firmware, software, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, and any other content and deliverables created and/or delivered to SBC in connection with the Services performed by Subrecipient.

All Work Products developed under this Subaward related to the performance of Services under this Subaward shall become the property of SBC and the Sponsor and SBC and the Sponsor shall have full ownership, rights, title, and interest in all such Work Products and Writings to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward.

Subrecipient agrees to deliver reproducible copies of Work Products to SBC upon completion of the Services hereunder and Subrecipient will not make use of any of the Work Product(s) in any manner whatsoever without SBC's prior written consent.

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

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

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

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

- 25. Conflict of Interest.** Subrecipient certifies to the best of its knowledge that there is no perceived or apparent conflict of interest related to the Services under this Subaward and that no official or employee of SBC nor any business entity in which an official of SBC has an interest, has been employed or retained by Subrecipient to solicit or aid in the procuring of this Subaward. In addition, the Subrecipient agrees that no such person will be employed in the performance of this Subaward without immediately notifying SBC.

The Subrecipient shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.

The Subrecipient shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

During the performance of this Subaward, should the Subrecipient become aware of a financial conflict of interest, Subrecipient must inform SBC in writing within ten (10) working days.

Failure to disclose a relevant financial interest on the part of the Subrecipient will be deemed grounds for termination of the Subaward with all associated costs to be borne by the Subrecipient.

- 26. Indemnity.** Subrecipient, its heirs and/or its assigns ("Indemnitor") agrees to indemnify, defend, and hold harmless SBC and its directors, officers, agents, employees, and volunteers AND the State of California, its officers, agents, and employees (collectively "Indemnitees") from and against all taxes, losses, liabilities, claims, demands, costs, expenses, and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Subaward; (c) Indemnitor's infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. SBC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. Nothing in this Subaward shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law.

- 27. Stop Work Notice.** SBC reserves the right to issue an order to stop work in the event that: (i) a dispute should arise regarding the Services of Subrecipient; or (ii) funding for the Project is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by SBC.

- 28. Termination.** Upon thirty (30) days advance written notice to the other in conformity with the notification provisions pursuant to Section 48, either party may terminate this Subaward for any reason.

SBC shall have the right to terminate this Subaward immediately, without penalty, and without prior notice if Subrecipient (i) refuses to perform the Services; or (ii) is in breach of any material provision of this Subaward; or (iii) if the Subrecipient fails to comply with any legal and regulatory provisions referenced in the Subaward.

It is mutually understood and agreed that SBC may terminate this Subaward without cause upon fifteen (15) days written notice if sufficient funds are not appropriated by the Sponsor for this Subaward. In the event appropriate funding is not appropriated for this Subaward, SBC may propose an amendment to this Subaward for a reduced Scope of Services. Any such amendment shall require mutual agreement of the Parties. The continuation and renewal of this Subaward shall be subject to sufficient appropriated funds being received by the Sponsor to administer and support the Project.

In the event of termination of this Subaward:

- a. Subrecipient must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. SBC shall only be liable to Subrecipient for the actual performed Services Subrecipient delivered pursuant to this Subaward, up until the effective date of the cancellation or as otherwise identified, in writing, by SBC. This provision does not preclude SBC from raising disputes concerning Subrecipient's Services rendered. Subrecipient hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from SBC's termination of this Subaward.
- b. Subrecipient shall submit all Work Products generated by Subrecipient as of the date of termination and return any and all Proprietary and Confidential information to SBC including all Writings prepared by it pursuant to this Subaward. The term "Writings" shall be construed to mean and include: handwritten, typewritten, printed, photographed, PDF and JPEG renderings, images and every other means of recording upon any tangible object and any form of communication or representation, including letters, words, pictures, sounds, symbols, digital media, and any and all combinations thereof (collectively "Writings"). SBC and the Sponsor shall have full ownership, rights, title, and interest of all such Work Products and Writings delivered by Subrecipient pursuant to this Subaward.
- c. SBC shall reimburse Subrecipient for actual costs incurred up to the date of termination, not to exceed the amount documented by Subrecipient and approved by SBC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Subaward as specified in Section 3a. Subrecipient shall furnish SBC with all documentation necessary to determine the reasonable value of the Services rendered by Subrecipient.

29. Non-Discrimination. During the performance of this Subaward, Subrecipient and its officers, employees, agents, and volunteers shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment on the basis of race, color, national origin, ancestry, ethnic group identification, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender identity, gender expression, sexual orientation, military or veteran status, age or any other prohibited ground in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq. or any other applicable law.

30. Reserved.

31. Subcontractors or Subgrantees. Nothing contained in this Subaward or otherwise, shall create any contractual relationship between SBC and any subcontractors or subgrantees of the Subrecipient, and no subcontract or grant shall relieve the Subrecipient of their responsibilities and obligations hereunder.

The Subrecipient's obligation to pay its subcontractors or subgrantees is an independent obligation from SBC's obligation to make payments to the Subrecipient. SBC shall have no obligation to pay Subrecipient's subcontractors or subgrantees directly or to enforce the payment of any monies to any subcontractor or subgrantee of the Subrecipient.

32. Sanctions. Should SBC determine the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Subaward. SBC shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of SBC.

33. Debarment and/or Suspension. Subrecipient represents and warrants that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

34. Entirety of Subaward. This Subaward, including the attached exhibits, constitutes the entire Subaward between SBC and the Subrecipient with respect to the subject matter hereof, and expressly supersedes all prior written and oral Subawards and understanding between the Parties hereto. No other Subaward, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Subaward, shall be binding or valid.

35. Attorney's Fees. In any court action at law or equity which is brought by one of the Parties to enforce or interpret the provisions of this Subaward, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.

36. Alteration. No waiver, alteration, modification, or termination of this Subaward shall be valid unless made in writing and signed by all Parties, except as expressly provided in Sections 21 and 28.

37. Assignment. SBC has specifically contracted for the Services of Subrecipient, and therefore, Subrecipient may not assign, delegate, or subcontract its obligations under this Subaward, either in whole or in part, without the prior written consent of SBC.

38. Exhibits. All exhibits referred to herein shall be attached hereto and by this reference incorporated herein. Any breach by Subrecipient of any of the terms, conditions, duties, and obligations of any exhibit shall be considered a breach of this Subaward.

39. Severability. If any provision of this Subaward or the application thereof is held invalid or unenforceable, that invalidity or unenforceability shall not affect or invalidate the remaining provisions or applications of this Subaward, but this Subaward shall be construed as if such invalid or unenforceable provision had never been contained herein. In any event, the remainder of the Subaward will remain in full force and effect.

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

41. Dispute Resolution. The Parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute submitted to binding arbitration as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("**Qualified Mediator**"). Within ten (10) days of a demand for mediation, the Parties shall attempt to mutually agree on a Qualified Mediator. If the Parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the Parties' mediation. If the Parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the Parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the Parties will make their best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The Parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorney's fees and costs as provided for in this Subaward. If the Parties are unable to resolve their dispute through mediation, the Parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the Parties shall attempt to mutually agree upon the selection of a neutral arbitrator who

shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the Parties' mediation, if the Parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("**Qualified Arbitrator**"). If the Parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the Parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the Parties arising from this Subaward or the subject matter of this Subaward, hear discovery disputes, and to award attorney's fees and costs to a prevailing party. Unless otherwise agreed to by the Parties, any decision or award as a result of the arbitration proceeding shall be binding upon the Parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs. Each of the Parties shall maintain the confidential nature of any mediation or arbitration proceeding and shall not, without the prior written consent of the other party, disclose to any other persons or entity the fact, existence, substance, contents, or result of the mediation or arbitration, any mediation or arbitration hearing, the award of the mediator or arbitrator, or any other proceeding in connection with the mediation or arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law or judicial decision.

42. Injunctive Relief; Enforcement. Nothing contained in the mediation and/or arbitration provisions of this Subaward shall be construed to prevent either party from obtaining available provisional injunctive remedies from an appropriate court before mediation or arbitration is commenced, upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. The request for a provisional remedy does not remove the dispute from final resolution by mediation or arbitration. Subrecipient hereby agrees and acknowledges that money damages or other remedies at law would not be sufficient or adequate remedy for any breach or violation of, or default under this Subaward.

43. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS SUBAWARD OR THE TRANSACTIONS CONTEMPLATED HEREBY.

44. Remedies. SBC shall have all remedies at law or equity, including the remedy of specific performance. All such remedies of SBC shall be cumulative and the award of one remedy shall not preclude the award of other remedies. SBC shall not be responsible for any consequential or incidental damages to Subrecipient, regardless of whether foreseeable or not.

45. Governing Law. This Subaward is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Subaward shall be in the County of Nevada, State of California.

46. Ambiguities Not Construed Against Drafter. The headings contained in this Subaward are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this Subaward. The Parties hereto agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Subaward and that this Subaward shall be interpreted as though prepared by both Parties.

47. Survival of Provisions. The following provisions of this Subaward shall survive the termination of this Subaward: Sections 3, 4, 8, 9, 22, 23-24, 26, 31, 34-46, 48, and all other provisions of this Subaward that by their nature extend beyond the termination of this Subaward.

48. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and addressed to the party being notified at the address set forth in this Subaward or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered

Attachment C

or five (5) days after being deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

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

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

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

Attachment C

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

IN WITNESS WHEREOF, the Parties have executed this Subaward as of the Effective Date stated above.

SIERRA BUSINESS COUNCIL:

By: _____

Name: STEVE FRISCH

Title: PRESIDENT

Date: _____

SIERRA BUSINESS COUNCIL:

By: _____

Name: KRISTIN YORK

Title: VICE PRESIDENT

Date: _____

SUBRECIPIENT:

By: _____

Name: Elaine Kabala

Title: Executive Director

Date: _____

Exhibit A: Scope of Work

ADD IN SCOPE OF WORK

DRAFT

Exhibit B: Budget Summary

Contract amendments to the Budget Summary are not required for shifts between line items that cumulatively remain under 10% of the total award as last approved. All requests for budget shifts over 10% must be submitted to and approved by SBC.

PASTE SUBRECIPIENT'S BUDGET AND RATES FROM RFP HERE

DRAFT

Exhibit C: Allowable Costs

In general, to be an allowable charge, a cost must meet the following criteria:

- Be necessary and reasonable for the performance of the Subaward;
- Be allocable to the Subaward;
- Conform to any limitations or exclusions set forth in the Subaward;
- Be consistent with policies and procedures that apply uniformly to allowable uses of general funds;
- Be accorded consistent treatment;
- Be determined in accordance with generally accepted accounting principles; and
- Be adequately documented.

Exhibit D: Disallowable Costs

The following costs are ineligible uses of grant funds:

- Exceeding the 10 percent cost cap for Administrative and/or Indirect costs.
- Lobbying or advocacy work, such as direct lobbying for the passage of specific bills or local propositions.
- Expenses not related to the Project's efforts.
- Commission fees.
- Ongoing operational costs beyond the Subaward term.
- Using funds for mitigation activities that are already mandated by local or state governing bodies or agencies.
- Expenses for publicity not directly related to the Project's efforts.
- Bonus payments of any kind.
- The purchase of alcohol.
- Payments on existing debt or debt servicing fees.
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise.
- Services, materials, or equipment obtained under any other state program.
- Stewardship of legal defense funds.

Exhibit E: Subrecipient's Proposal

PASTE SUBRECIPIENT'S RFP HERE

DRAFT



Eastern Sierra Regional Collaborative (ESRC) Capacity Incubator

Inyo, Alpine, Mono

\$253,000

APPLICANT INFORMATION			
Applicant Name	Elaine Kabala	County	Inyo
Organization	ESCOG		
Phone Number	1-323-652-0390	Email	ekabala@escog.ca.gov
Affiliated Organization Name and Description:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency representing City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County.</p> <p>The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. ESCOG will be serving as the project manager, administrator and convener for this region.</p>			
Applicant & Organization experience in the Region:			
<p>The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency representing City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County.</p> <p>The ESCOG coordinates regional planning and economic development throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region. The ESCOG currently oversees the Sustainable Recreation and Ecosystem Management Program (SREMP), the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program.</p> <p>The SREMP was established to coordinate projects integrating responsible ecosystem management, sustainable outdoor recreation, and economic development using the best available science and planning processes. Under this program, the ESCOG has administered the Eastern Sierra Pace and Scale Accelerator, the Buttermilk Infrastructure and Recreation Initiative (BIRPI), and the Towns-to-Trails feasibility study. The BIRPI and Towns-to-Trails plans were both identified under the Eastern Sierra Sustainable Recreation Partnerships (ESSRP's) regional Sustainable Recreation Planning Initiative (SRTI) as priority projects. The Eastern Sierra Pace and Scale Accelerator incubated local third-party NEPA capacity to increase the pace and scale of wildfire resiliency projects in Inyo and Mono Counties. The BIRPI included installation of toilet infrastructure in a key destination in the Bishop area and the development of a conceptual recreation management plan currently in implementation. The Towns-to-Trails plan is a feasibility analysis to establish a trail alignment through Inyo, Mono and Alpine Counties using only existing, soft surface infrastructure.</p>			

PROJECT INFORMATION
Description of proposed project or program seeking funding:

Name: Eastern Sierra Regional Collaborative (ESRC) Capacity Incubator

Overview: The ESRC capacity incubator project will expand the existing ESCOG SREMP program in the Eastern Sierra with the intention of building and sustaining collaboratives approaches to land tenure management, working lands, sustainable recreation, climate, and agriculture. Designed to supplement funding and coordination gaps within federal, state, local and other government agencies, ESRC would build third-party strategic planning and implementation capacity while aligning regional partnerships to support collective, integrated approaches to economic development, landscape management, and community sustainability. ESRC will support job creation and local workforce development curriculums established by Cerro Coso Community College in regionally critical fields of Outdoor Recreation Leadership, Fire & Forestry, and Climate & Conservation.

Scope: The project will explore and establish models to help local governments, small businesses and non-profits catalyze work in the tradable economic sectors identified in Sierra Jobs First.

Objectives:

- Convene partner organizations, including land managers
- Map regional capacity
- Identify inter-agency funding mechanisms
- Establish regional project prioritization
- Explore non-profits partnerships to the ESCOG
- Consider options to improve fund utilization including new Public Charity
- Establish key agreements
- Conduct feasibility study of Capacity Incubator
- Develop working lands action plans around each of the five strategies identified in the 2017 Agriculture in Inyo & Mono Counties Economic Profile to add economic value to local agricultural production.

Success metrics

- Number of participants
- Identified key organizational capacity needs
- Identified model(s) for efficient fund utilization and capacity building
- Executing key agreements with regional partners
- Action plans for sustainable recreation, climate, and agriculture

Timeline: July 2026

This is an exploratory phase project.

Stage of Project or Program's readiness:	Exploratory
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The ESCOG SREMP is a newly established program within the region. Under this program, the ESCOG has completed three proof-of-concept projects: the Pace and Scale Accelerator, the BIRPI and the Towns-to-Trail Feasibility Study. This model has demonstrated the value of convening local agency and non-profit partners to provide capacity and funding to complete mutual interagency economic development goals, but it has also identified gaps and opportunities expand these collaborations with additional regional partners, including exploration of new or re-purposed organizations and businesses to activate regional collaboratives, identify project priorities and funding and build partnerships for workforce development and placement. This model can be further leveraged to convene agricultural producers, local businesses, destination marketing organizations and land managers to improve management practices, facilitate conversations regarding land tenure limitations, diversify product and services, including agritourism opportunities, and connect with regional efforts such as Sierra Sourced to increase access to markets and develop regional agricultural marketing.

<p>Identified gaps include: organizational capacity for on-the-ground implementation of recreation and climate projects, diversified corporate organizational structures to manage and utilize a combination of public and private funding, improved strategic coordination in all industries, additional capacity to support public agencies, and flexible opportunities to establish and scale workforce needs – including those in partnership with regional workforce development and job placement organizations. Additional exploratory work is required to study regional capacity, formalize collaborative relationships, reach consensus on project priorities and roles, develop action plans for project implementation, and if appropriate establish special districts or non-profits to address identified gaps.</p>
<p>Description of Planned Beneficiaries:</p> <p>The ESRC capacity incubator project will provide economic development and job creation opportunities for all residents within Inyo, Mono and Alpine Counties, including:</p> <ul style="list-style-type: none"> • Bishop Paiute Reservation • Big Pine Paiute Tribe • City of Bishop • Fort Independence • Inyo County • Mono County • Mono Lake Kutzadika'a • Lone Pine Paiute Shoshone • Timbisha Shoshone • Town of Mammoth Lakes • Washoe Tribe <p>Each of these communities is impacted by rurality impacts, geographical isolation, under investment by government agencies, and lack of economic diversification.</p> <p>This program aims to advance job creation and workforce development for disinvested communities by building the infrastructure, partnerships, and resources needed to create sustainable economic opportunities. Specifically, this program will direct economic benefits into disinvested communities by establishing sustainable and inclusive collaboratives focused on implementing Sierra Jobs First strategies, developing clear job pathways in industry sectors, creating local capacity through joint planning and pilot programs, and including direct input from disinvested communities to foster inclusive economic growth.</p> <p>This project will create a diversification of jobs in key economic sectors in Inyo, Mono and Alpine County, specifically recreation, working lands, and agriculture.</p>
<p>Priority Sector(s): Other, Sustainable Rec & Tourism, Natural & Working Lands, Clean Energy & Energy Resilience, Sustainable Ag & Food Sys</p>
<p>Foundational Elements: Social and Civic Infrastructure, Land Use and Tenure</p>
<p>Describe priority Sector and/or Core issue impacted by the project:</p> <p>The tri-county region represents California's Eastern Sierra frontier counties, which share economic impacts associated with rurality, geographic isolation, underinvestment, and dependence primary on tourism. Communities in the region share land tenure constraints, and under-resourced agencies. This project addresses foundation elements to strengthen regional partnerships and Sustainable Recreation and Tourism, Natural and Working Lands, Clean Energy, and Sustainable Agriculture priority sectors identified in the Sierra Jobs First Strategic Plan.</p> <p>These strategies include:</p> <ul style="list-style-type: none"> • Collaboration with governments, Tribes, land management agencies, and utilities to prioritize projects in sustainable recreation, wildfire resiliency, and clean energy sectors. • Identifying funding mechanisms for infrastructure improvements on public lands. • Developing policies to facilitate land availability for local community and economic development. • Creating collaborative plans and agreements to prepare shovel-ready projects for funding opportunities. • Supporting local small businesses and NGOs in providing third-party contract staff to address agency funding gaps for planning, environmental permitting, and project implementation. • Partnering with workforce development organizations and educational institutions to create training programs addressing public agency capacity needs.

- Convening a regional collaborative to enhance vocational, certificate, and higher education programs aligned with workforce opportunities in the Sierra region.
- Work with Federal, State, tribes, and local agriculture partners to promote and grow sustainable agriculture and ranching in the Sierra region
- Localizing land management decisions affecting recreation, ecosystem management and agriculture economies.

The ESCOG is fostering multi-agency collaboration but lacks capacity for direct implementation. Further, it has become apparent that based on the need for diversified vehicles to accept multiple sources of public and private funds, a more robust model for collaborative relationships needs to be established. This project would investigate appropriate models for new partnerships to assist with execution of landscape-based projects in the recreation and climate space, which may also include creation of a new purpose-built Public Charity Non-Profit which has a broad scope aimed at partnering with public agencies. This new entity would further leverage existing entities (including government, Tribal, workforce, non-profit and entrepreneurial partners) and establish a collaborative which can effectively meet the goals of accessing and utilizing Climate Bond and other dollars to conduct needs assessments, pilot programs, build capacity, and convene stakeholders. While project execution is the ultimate goal, it is also anticipated that this collaborative could effectively provide organizational infrastructure which could support the creation and sustainment of quality jobs and pathways for disinvested communities across the region. The project would convene agriculture producers and land managers to establish appropriate regional capacity to activate agricultural strategies for management practices, land tenure and access, product diversification, diversification of services (including ag tourism), and markets and marketing. This work would include relevant regional partners, including the Sierra Sourced initiative.

FUNDING INFORMATION

Total Award: \$253,000

Budget: See attached

This project has match funding: TRUE

PROJECT ALIGNMENT

Description of proposed project alignment with CA Jobs First Goals related to impact

Explanation of how the proposed project will advance the regional strategy and any externalities or risks for implementation.

This project advances strategies identified in both the foundational elements and target industry sections of the SJF strategic plan, including:

- Improving land management in the region through strengthened regional partnerships, establishing opportunities and job pathways for entrepreneurs and NGOs to supplement capacity gaps, identifying funding mechanisms to invest in public lands, and developing community-led land tenure strategies.
- Developing collaborative plans in partnership with land management agencies that address local community needs, including expanding trail networks, developing sustainable agriculture plans, and establishing regional coalitions for rural equity.
- Establishing partnerships to develop job pathways into land management careers.
- Establishing and expanding pilot programs to enhance access to sustainable recreation and tourism on public lands through public lands partnerships agreements, collaboratively developed recreation plans, and project implementation that will increase capacity through business expansion and job training.
- Create a regional plan to sustain and diversify agriculture and food systems in the region.

Description of proposed projects alignment with CA Jobs First Goals related to economic impact

Explain the economic impact potential for the Sierra Jobs First region (i.e. jobs created or retained, capital attraction, local investment, events, etc). This section may include detailed analysis and quantifiable data supporting the projected economic benefits and enhanced resilience in the region (see exhibits).

Establishing regional collaboratives will create significant economic benefit opportunities by addressing workforce development and employment gaps in key sectors such as forestry, recreation, and sustainable agriculture. Multi-agency alignment is needed to plan for and implement recreation, forestry, and other land use economies. Strengthening regional partnerships is a foundational step to establish sustainable employment opportunities and a true collaborative is a frequent requirement to access funds from the Climate Bond and other similar funding sources.

Tourism is the primary economic driver of the region and the potential prosperity of this industry is dependent on the quality of recreation assets and infrastructure. Maintaining and expanding tourism and recreation infrastructure directly relates to economic benefit. However, nearly all recreation amenities are under federal management and limited by government capacity and funding. Creative solutions to advance economic and stewardship goals in partnership between local stakeholders and land management agencies is key to job and economic growth in the region.

Sustained local collaboratives will also be able to assist with and improve land use and tenure agreements which will enable sustainable land management practices, supporting higher-quality, equitable jobs in forestry, recreation, and agriculture. These agreements will drive long-term economic growth by ensuring job stability and diversified employment opportunities beyond government land management agencies. Programs and apprenticeship initiatives will provide access to certifications and skills valued by employers, ensuring that local workers are prepared for well-paying jobs in high-demand fields.

Collaborations with vocational programs, educational institutions, and businesses will align training curricula with the skills needed in tourism, recreation, and related sectors. This alignment will ensure that workers are job-ready upon completing their programs.

Partnerships with industry stakeholders, such as forestry corps and heavy equipment operations training providers, will strengthen skill-job matching and foster a workforce equipped to meet industry needs, while building collaboratives between industry sector partners will create opportunities to bridge seasonal positions and support year-round employment.

Description of proposed projects alignment with CA Jobs First related to climate goals

Identify the proposed project's impact on sustainability, specifically a carbon neutral, climate-resilient economy that addresses the needs of the region's communities and the innovation ecosystem.

The Sierra Jobs First Strategic Plan acknowledges that budget and capacity constraints among public land managers hinder investments in sustainable recreation and climate resiliency projects. Some land managers, such as LADWP have no capacity for economic drivers such as recreation, forestry or agriculture within their agency mandate. The ESCOG project addresses these challenges by fostering public and private partnerships to improve recreation infrastructure, expand tourism opportunities, implement fire resiliency treatments, and promote sustainable agricultural practices.

The region's aging recreation infrastructure and under-resourced land management systems are increasingly strained by climate change, leading to ecosystem degradation and heightened wildfire risks. Recognizing these threats, regional land management agencies are forming coalitions to develop collaborative solutions that protect sensitive habitats and built environments. However, effective partnerships and workforce housing remain critical for progress. These constraints also create opportunities to build entrepreneurial and non-governmental organizational capacity for on-the-ground implementation.

Climate change impacts include rising temperatures, drought, flooding, wildfire, and ecosystem degradation and threaten not only communities but also the region's reliance on tourism and agricultural viability. Seasonal challenges like reduced snowfall, flooding, smoke, and wildfires heighten economic vulnerability. This project seeks to create a climate-resilient economy by building job pathways to implement projects that mitigate climate impacts to sustainable recreation, watershed restoration and diversified agricultural practices. Partnerships with Cerro Coso College and Motherlode Job Training Center will support workforce development and pilot initiatives that strengthen infrastructure, diversify recreation, and improve land management practices.

Building sufficient organizational capacity to implement sustainable recreation, wildfire resiliency, improved agricultural management and better land management practices is foundational to climate resilience efforts in the Eastern Sierra region.

Description of proposed projects alignment with CA Jobs First Goals related to equity and long-term sustainability

Explain how this project advances prosperity by creating living wage, benefitted jobs or career pathways for disinvested communities or a path to building wealth through entrepreneurship or related activities.

This project increases equity in two primary areas: increased and sustainable inclusion of divested communities in regional economic development programs, and improved access to quality job pathways. The ESCOG project intends to build public/public and public/private collaboratives to build capacity planning, permitting and on-the-ground implementation of recreation, working lands and land management sector industries. These collaboratives will provide a sustainable forum for local and federal collaboration, including representation from Tribal, rural, and other under-represented communities. The intent of the study is to identify specific capacity gaps that can be supplemented through inter-agency and private third-party capacity. The project will also identify mechanisms and partnerships to leverage public and private funding for sustainable recreation and natural and working lands projects. These efforts may include incubating non-profits or special district programs that can house on-the-ground implementation capacity, which will help create quality job positions supporting Cerro Coso Community College's Sustainable Outdoor Leadership and Forestry curriculums, which are designed to build job pathways for careers in land management.

Including disinvested communities in these regional collaboratives will increase opportunities to incorporate traditional ecological knowledge into land management practices and implementation programs, improve tribal collaboration, and ensure that workforce development programs include equitable participation and inclusive recruitment.

These collaboratives can also help to develop solutions to coordinate workforce to bridge seasons to transition seasonal employment to create year-round positions. Year-round employment opportunities, workforce development and targeted outreach can improve equitable access to quality jobs, engage disinvested communities, and empower people to create stable livelihoods.

Finally, this type of local collaborative is necessary to coordinate efficient implementation of agricultural diversification strategies, which will support local food sovereignty programs, increase access to healthy food, and create new job opportunities.

This project will ensure sustainability of the Sierra Jobs First initiative by incubating collaboration and capacity development within a locally establish regional Joint Powers Authority.

PROJECT MANAGEMENT & COMMUNITY SUPPORT

Project team

Provide information on roles, responsibilities, and prior experience. For partnerships, provide evidence of commitment or MOU explain your long-term strategy for collaboration with local organizations and community stakeholders. Clearly define their scope of work, detailing their respective activities.

The project will be administered by the ESCOG JPA. The project manager will be the ESCOG Executive Director, supported by two project management staff (TBD) supporting Sustainable Recreation and Tourism and Natural and Working Lands sector industries.

Responsibilities will include:

- Project administration
- Convening regional collaboratives for sustainable recreation, natural and working lands, and agriculture
- Procuring consultants to assist with action plan development for agricultural management practices, product diversification, and diversification of agricultural services
- Mapping regional organizational capacity
- Establishing partnerships with workforce development agencies to support job creation in recreation, ecosystem services, and agriculture
- Identifying organizational partners for project planning and implementation
- Incubating capacity needed to support third party job creation to support target industry sectors

The ESCOG was established to convene partners on issues of regional significance requiring interagency coordination. Previous recreation convening experience include the Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI) and the Towns-to-Trails Plan. Both projects consisted of convening multiple responsible land management agencies, interested parties, Tribal representatives, and NGO partners. The BIRPI demonstrated success in establishing a multi-agency collaborative to implement plan recommendations, including ongoing Tribal involvement and empowering relevant NGO partners to participate in fundraising and implementation. The Eastern Sierra Pace and Scale Accelerator leveraged funding to incubate capacity for wildfire resiliency planning, implementation, and workforce development opportunities.

Partners will include, but are not limited to:

Local Government Agencies

- City of Bishop
- Inyo County
- Mono County
- Town of Mammoth Lakes
- Alpine County
- Inyo – Mono Agricultural Department

Regional Tribal Agencies

- Bishop Paiute Tribe
- Big Pine Paiute Tribe
- Fort Independence
- Mono Lake Kutzadika'a
- Lone Pine Paiute Shoshone
- Timbisha Shoshone
- Washoe Tribe

Land Management Agencies

- Inyo National Forest
- Bureau of Land Management
- Los Angeles Department of Water and Power
- Eastern Sierra Sustainable Recreation Partnership

NGO Partners

- Whitebark Institute
- Mammoth Lakes Trails and Public Access Foundation
- Friends of the Inyo
- Valley Outdoors
- Bishop Area Climbers Coalition
- Cattlegirls Association
- Regional Destination Marketing Organizations
- Eastern Sierra Fresh Food
- Sierra Sourced

Workforce Development Partners

- Cerro Coso Community College
- Inyo County Office of Education
- Eastern Sierra Business Resource Center
- Motherlode Job Training Center
- Kern, Inyo, Mono Workforce Development Board

These partners will be consulted in regular meetings to identify regional project priorities, project planning and implementation needs, opportunities for collaboration, grants and funding mechanisms, and workforce development and job placement. Community support for this work has been demonstrated by the establishment of the ESCOG JPA in 2020, the adoption of the Sustainable Recreation and Ecosystem Management Program in 2021, the Sustainable Recreation Partnership, the Eastern Sierra Comprehensive Economic Development Strategy, UC Cooperative Extensions Economic Development Needs Analysis and the Sierra Jobs First Strategic Plan. Building capacity in the ESCOG for this work was identified as one of the eight final projects advanced by regional partners in the Sustainable Recreation Planning Initiative. Identifying an innovation model to leverage public and private funding to support recreation infrastructure on federal lands was the ultimate recommendation of the Quantified Ventures Financing Innovative Partnerships for Rural Recreation Infrastructure study. The 2017 Agriculture Economic Profile for Inyo & Mono made 5 strategy recommendations to add economic value to agriculture in the Eastern Sierra that need actionable strategies developed in collaboration with ag producers and interests in the area that have been advanced as a priority where additional capacity is needed to convene partners, including producers and landowners.

https://www.mltpa.org/images/downloads/705_03_SRTI_FinalProjectsPortfo_ProjectTearSheets_ESCOG_201022.pdf

https://www.mltpa.org/images/downloads/705_03_SRTI_FinalProjectsPortfo_ProjectTearSheets_ESCOG_201022.pdf

https://static1.squarespace.com/static/639aa71dc1095f4a51483587/t/6571f9960212262dc177768a/1701968285625/EASTERN+SIERRA+REGION+CEDS_Final.pdf

Declaration of ability to meet expenditure deadline of September 2026

The Eastern Sierra Council of Governments (ESCOG) has a proven track record of successfully managing grant-funded projects in full compliance with funding requirements, budgets, and timelines. This includes delivering multi-agency projects that require careful coordination across jurisdictions and stakeholders. With established processes for project management, fiscal accountability, and stakeholder collaboration, the ESCOG is well-positioned to meet the expenditure deadline of September 2026.

Leveraging its expertise, the ESCOG has implemented strategies to ensure timely and efficient use of resources, including hiring qualified personnel, securing partnerships with experienced contractors, and maintaining regular progress tracking and reporting mechanisms. These systems enable the organization to identify and address potential delays or budget constraints proactively.

Additionally, the ESCOG's ability to complete past projects within prescribed deadlines demonstrates its capacity to mobilize resources, engage community and agency partners effectively, and adapt to unforeseen challenges. This capacity will be critical in managing the complexities of the proposed project while ensuring compliance with all funding requirements.

Evidence of partnership from a "Disinvested Community" – See attached

Letters of support from community members – See attached

This project has Tribal leadership or partnership: FALSE

This project has a Tribal letter of support: FALSE

**Sierra Jobs First**

Catalyst Project Funding Grant Application Project Budget Original File Tit Copy of ESCOG Capacity Catalyst-Budget-

Name of Organization: ESCOG

Name of Project: Eastern Sierra Regional Collaborative (ESRC) Capacity Incubator

*Please provide a detailed line-item budget for your project by completing the budget form below.*Project Budget *Include all sources of funding for the proposed project or program.*

Expense Category	Brief explanation of Expense Category (ex: X # of FTEs, equipment needed, etc. Use tab 2 for full budget narrative)	Match		Amount Awarded from Catalyst	Total for Project
		Funding from Applicant	Funding from Other Sources		
Personnel	ESCOG Project Management	\$ -	\$ 150,000		\$ 150,000
Fringe benefits		\$ -	\$ -		\$ -
Total Personnel Expense		\$ -	\$ 150,000	\$ -	\$ 150,000
Supplies	None	\$ -	\$ -	\$ -	\$ -
Equipment (over \$5,000)	None	\$ -	\$ -	\$ -	\$ -
Operating Expense	Equipment and software	\$ -	\$ -	\$ -	\$ -
Travel	Regional travel			\$ 3,000	\$ 3,000
Comms/Outreach	Engagement Outreach			\$ 2,000	\$ 2,000
Other:					\$ -
					\$ -
					\$ -
Contractors	Strategy Development			\$ 200,000	\$ 200,000
	Partner Stipends			\$ 25,000	\$ 25,000
					\$ -
					\$ -
Subtotal		\$ -	\$ 150,000	\$ 230,000	\$ 380,000
Overhead (max 10%)				\$ 23,000	\$ 23,000
Grand Total		\$ -	\$ 150,000	\$ 253,000	\$ 403,000

Notes;

Personnel Include number of FTEs paid from the lead organization's staff

Fringe benefits Fringe benefits - include estimated percentage based on personnel costs. If no fringe, indicate zero

Travel: Include projected number of trips, reason and expense per trip

**Budget Narrative****Project Name:** ***Eastern Sierra Regional Collaborative***

For each budget line item on tab 1, explain how requested funds will be deployed and provide a justification for the expense related to the proposed project. For example, number of FTEs x rate, benefit rate, itemized supplies, list of contractors with amounts, etc

Instructions:

Total Requested Explanation for use of funds

Personnel	\$	-	
Fringe benefits	\$	-	
Supplies	\$	-	
Equipment (over \$5,000)	\$	-	
Operating Expense	\$	-	
Travel	\$	3,000	Travel expenses to attend convening meetings from Southern Inyo County to Alpine County
Comms/Outreach	\$	2,000	Press releases, marketing materials and outreach materials
Other:	\$	-	
	\$	-	
	\$	-	
			Procuring consultants to assist with convening partners, developing action plans and recommendations, and assisting with agency formation as appropriate
SubContractors	\$	200,000	
Partner Stipends	\$	25,000	Stipends to reimburse participants, including Tribes and federal agencies
Overhead (max 10%)	\$	23,000	



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Approve Agreement Between County of Inyo
and the Eastern Sierra Council of Governments
for the Provision of Project Management, GIS, and Grant Administration
Services

Meeting date: April 30, 2025

Prepared on: April 25, 2025

Attachments: A) Agreement Between County of Inyo
and the Eastern Sierra Council of Governments
for the Provision of Project Management, GIS, and Grant Administration
Services

ANALYSIS:

Per the Board's direction, staff has been working to identify sustainable capacity to meet current grant deliverables, as well as the long-term strategic objectives of the ESCOG. As provided by your Board during the September strategic retreat, the staff strategy presented for your consideration includes leveraging staff of member agencies with specific expertise and/or capacity.

Inyo County has established a Project Management Office, to provide strategic project oversight for Inyo County Project. ESCOG and Inyo County have developed the attached agreement, which would allow Inyo County staff to provide Project Management, GIS and Grant Administration services to the ESCOG. The attached agreement leverages member agency staff to support the ESCOG with preparation and review of documents, data analysis and reporting, project management and coordination, grant writing, grant review, and grant reporting, and fiscal analysis services. The agreement also allows ESCOG to leverage GIS staff to support GIS-based project deliverables.

The agreement includes specific duties to be performed, reporting structure, and payment terms.

Specifically, Inyo County will invoice the ESCOG on a quarterly basis for the actual costs of staff, actual travel, actual costs fixed or variable costs, and a fixed 15% administration fee. The agreement also provides for a not-to-exceed amount as a way to protect ESCOG against any large, unanticipated fluctuations in these costs. The not-to-exceed (\$50,000) reflects grant funding available for project administration.

BUDGET IMPACTS:

The agreement includes a not-to-exceed of \$50,000. The compensation for PMO services can be reimbursed by Sierra Jobs First Catalyst and other grant fund revenues.

Line Item	2025 2026	2026 2027
Revenues		
Projects		
Member Agency Contributions	\$100,000	\$100,000
SNC/ Towns-to-Trails	\$14,000	
CA Dept of Fish & Wildlife Grant	\$ 40,000	\$ 40,000
Inyo National Forest Liaison Grant	\$ 75,000	\$ 75,000
CERF Funding (SBC)	\$ 100,000	\$100,000
CaJF Overhead Budget	\$ 29,250	\$29,250
Sum	\$329,000	\$344,250
Expenditures		
HR		
Executive Director (fully loaded)	\$119,184	\$119,184
Overhead @ 15 %	\$17,878	\$17,878
Wildfire Coordinator (fully loaded)	\$105,959	\$105,959
CAJF / COO / PMO	\$50,000	\$50,000
HR Total	\$293,021	\$293,020
Member Agency Services		
Clerical	\$20,000	\$20,000
Financial	\$5,000	\$5,000
Legal	\$10,000	\$10,000
Member Agency Totals	\$35,000	\$35,000
Office + Management Costs		
email, cyber security	\$2,500	\$2,500
Website Design Services	\$1,000	\$1,000
Professional Services (audit)	--	\$0
Insurance	\$3,500	\$3,500
Other Services		
O+M Total	\$7,000	\$7,000
Sum	\$335,021	\$335,020
Net Income	-\$6,021	\$9,230

LEGAL REVIEW:

ESCOG Counsel John-Carl Vallejo has reviewed this item and found that it complies with the law.

RECOMMENDATION:

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

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF PROJECT MANAGEMENT, GIS, AND GRANT
ADMINISTRATION SERVICES**

INTRODUCTION

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for the services of Inyo County (hereinafter referred to as "County"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the County at ESCOG's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from April 29, 2025 until terminated as provided below.

3. CONSIDERATION.

- A. Compensation. ESCOG shall pay the County in accordance with the Schedule of Fees (set forth as **Attachment B**) for the services and work described in **Attachment A** which are performed by the County at ESCOG's request.
- B. No additional consideration. Except as expressly provided in this Agreement, the County shall not be entitled to, nor receive, from ESCOG, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, the County shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

Attachment A

benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

- C. Limit upon amount payable under Agreement. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed Fifty thousand dollars (\$50,000_) (hereinafter referred to as "contract limit"). ESCOG expressly reserves the right to deny any payment or reimbursement requested by the County for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
- i. Except as provided in subparagraph (2) below, ESCOG will not withhold any federal or state income taxes or social security from any payments made by ESCOG to the County under the terms and conditions of this Agreement.
 - ii. ESCOG will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to the County under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, ESCOG has no obligation to withhold any taxes or payments from sums paid by ESCOG to the County under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the County. ESCOG has no responsibility or liability for payment of the County's taxes or assessments.
 - iv. The total amounts paid by ESCOG to the County, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, the County shall complete and submit to ESCOG an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for the County to provide the services and work described in **Attachment A** must be procured by the County and be valid at the time the County enters into this Agreement or as otherwise may be required. Further, during the term

Attachment A

of this Agreement, the County must maintain such licenses, certificates, and permits in full force and effect at no expense to ESCOG. The County will provide ESCOG, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in **Attachment A**. Where there is a dispute between ESCOG and the County as to what licenses, certificates, and permits are required to perform the services identified in **Attachment A**, ESCOG reserves the right to make such determinations for purposes of this Agreement.

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

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

The County shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for the County to provide the services identified in **Attachment A** to this Agreement. ESCOG is not obligated to reimburse or pay the County for any expense or cost incurred by the County in procuring or maintaining such items.

7. ESCOG PROPERTY.

- A. Personal Property of County. Any personal property provided to the County by ESCOG pursuant to this Agreement are the sole and exclusive property of ESCOG. The County will use reasonable care to protect, safeguard and maintain such items while they are in the County's possession. The County will be financially responsible for any loss or damage to such items.
- B. Products of the County's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of the County's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESCOG. At the termination of the Agreement, the County will convey possession and title to all such properties to ESCOG.

8. INSURANCE.

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

9. STATUS OF THE COUNTY.

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

- A. The County shall determine the method, details, and means of performing the work and services to be provided by the County under this Agreement.
- B. The County shall be responsible to ESCOG only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to ESCOG's control with respect to the physical action or activities of the County in fulfillment of this Agreement.
- C. The County, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of ESCOG.

10. DEFENSE AND INDEMNIFICATION.

The County shall hold harmless, defend and indemnify ESCOG and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of ESCOG.

11. RECORDS AND AUDIT.

- A. Records. The County shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. The County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of ESCOG shall have access to any records including, but not limited to, financial records of the County, which

ESCOG determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by the County. Further, ESCOG has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of

the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

20. FUNDING LIMITATION.

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

21. AMENDMENT.

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

22. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo
Administration Department

Attachment A

PO Drawer N Address
Independence CA 93526 City and State

ESCOG:
Eastern Sierra Council of Governments____Name
PO Box 1609 Address
Mammoth Lakes, CA 93546 City and State

23. ENTIRE AGREEMENT.

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

COUNTY OF INYO

ESCOG

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

ESCOG Counsel

APPROVED AS TO ACCOUNTING FORM:

ESCOG Fiscal Services

ATTACHMENT A – SCOPE OF WORK

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF PROJECT MANAGEMENT, GIS, AND GRANT
ADMINISTRATION SERVICES**

The purpose of this contract is to provide a variety of administrative, programmatic, and technical services on an as-needed basis to support the ongoing operations, special projects, and emergent needs of ESCOG.

Examples of services provided on an as-needed basis may include, but are not limited to:

- Preparation and review of documents;
- GIS services;
- Data analysis and reporting;
- Project management and coordination;
- Grant writing, grant review, and grant reporting.
- Fiscal Analysis Services

Work under this contract will be initiated through written request issued by the ESCOG Executive Director, or designee. Each written request will define the specific scope of services, deliverables, schedule, and budget. Services requested by ESCOG will be undertaken subject to mutual agreement.

ATTACHMENT B – SCHEDULE OF FEES

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF PROJECT MANAGEMENT, GIS, AND GRANT
ADMINISTRATION SERVICES**

The services described in Attachment A shall be billed at each employees' hourly rate.

The County shall submit to ESCOG, quarterly, an itemized statement of all services and work described in Attachment A, which were done at the ESCOG's request. Statements shall be itemized to reflect each individual written request submitted by the ESCOG Executive Director and accepted by the County.

This statement will be submitted to ESCOG not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, ESCOG shall make payment to the County on the last day of the month.

ATTACHMENT C – INSURANCE PROVISIONS

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF PROJECT MANAGEMENT, GIS, AND GRANT
ADMINISTRATION SERVICES**



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Approve Memorandum of Understanding Between the Eastern Sierra Council of Governments and the Sierra Business Council Regarding Implementation of the Sierra Jobs First Business Catalyst Program

Meeting date: April 30, 2025

Prepared on: April 24, 2025

Attachments: A) Memorandum of Understanding Between the Eastern Sierra Council of Governments and the Sierra Business Council Regarding Implementation of the Sierra Jobs First Business Catalyst Program

ANALYSIS:

The Memorandum of Understanding (MOU) between the Eastern Sierra Council of Governments (ESCOG) and the Sierra Business Council / Eastern Sierra Business Resource Center (SBC/ESBRC) defines the roles and responsibilities of each organization for implementing the Sierra Jobs First Business Catalyst Program. The regional initiative is aimed at building programming in the Eastern Sierra Business Resource Center to provide technical assistance for small businesses and entrepreneurs, provide educational workshops throughout the region, and strengthen relationship and economic development capacity for regional and inter-regional partners.

The SBC/ESBRC will be responsible for primary program development, identifying appropriate contractors to provide services, developing strategic capacity building, and managing contractor procurement, invoices and reporting.

The ESCOG will be responsible for payment provided directly to the contractor and providing strategic guidance on program development and delivery, with specific focus on forestry and fire, natural resource management, sustainable recreation, environmental science and sustainable agriculture consistent with the 2022 Eastern Sierra Small Business Resource Center Business Plan and the Sierra Jobs First Strategic Document.

BUDGET IMPACTS:

All costs associate with this MOU will be reimbursed by the Sierra Jobs First Catalyst Program award for the Eastern Sierra Business Catalyst Program.

LEGAL REVIEW:

ESCOG Counsel John-Carl Vallejo has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff recommends that the Board approve the Memorandum of Understanding Between the Eastern Sierra Council of Governments and the Sierra Business Council Regarding Implementation of the Sierra Jobs First Business Catalyst Program.

MEMORANDUM OF UNDERSTANDING
Between the Eastern Sierra Council of Governments and the Sierra Business
Council / Eastern Sierra Business Resource Center
Regarding Implementation of the Sierra Jobs First Business Catalyst Program

This Memorandum of Understanding ("MOU") is entered into as of this ____ day of _____, 2025, by and between the Eastern Sierra Council of Governments (ESCOG), a regional joint powers authority, and the Sierra Business Council / Eastern Sierra Business Resource Center (SBC/ESBRC), a nonprofit economic development organization, hereinafter referred to collectively as "the Parties."

I. Purpose

The purpose of this MOU is to delineate the roles and responsibilities of the Parties in the implementation of the Sierra Jobs First Business Catalyst Program, a regional initiative designed to support entrepreneurship, small business development, and workforce readiness in the Eastern Sierra region.

II. Roles and Responsibilities

A. Sierra Business Council / Eastern Sierra Business Resource Center (SBC/ESBRC) shall:

1. Program Development & Delivery

- Develop the scope and curriculum for two Youth Entrepreneur Pitch Camps.
- Identify and coordinate with appropriate consultants to contract directly with the ESCOG for providing up to 60 hours of technical assistance to regional small businesses and entrepreneurs.
- Host and deliver two live business development workshops per month throughout the duration of the program.

2. Strategic Capacity Building

- Assess and identify capacity to establish a Construction Trades Mentorship Program.
- Develop internal and regional capacity to establish an Angel Investor Network to support early-stage entrepreneurs and businesses.
- Assist in the creation of a Financial Sustainability Plan for the long-term operations of the Eastern Sierra Business Resource Center.

3. Contract & Financial Administration

- Manage consultant contracts, including procurement, execution, and oversight.

- Prepare all invoices, financial documentation, and programmatic reporting required for reimbursement in accordance with funding agreements and timelines.

B. Eastern Sierra Council of Governments (ESCOG) shall:

1. Funding & Payment

- Provide payment for services and reimbursements to 3rd party providers pursuant to the terms of the agreement(s) between ESCOG and those providers.

2. Strategic Guidance

- Offer strategic input to inform program development and delivery, with specific focus on:
 - Forestry and Fire – restoration, mitigation, and fuels treatment;
 - Natural Resource Management – alternative energy solutions and desert ecosystem preservation;
 - Sustainable Recreation – including trail construction, outdoor tourism, and supporting infrastructure;
 - Environmental Science – planning, problem-solving, and consulting to address regional environmental challenges.

III. Term and Termination

This MOU shall become effective upon execution by both Parties and remain in effect until _____, unless amended or terminated in writing by mutual consent of both Parties. Either Party may terminate this MOU with thirty (30) days written notice to the other Party.

IV. Amendments

This MOU may be amended only by mutual written agreement of the Parties.

V. General Provisions

- Nothing in this MOU shall be construed as creating a legal partnership or joint venture between the Parties.
- The Parties agree to work collaboratively and in good faith to achieve the goals outlined in this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)

By: _____

Name:

Attachment A

Title:

Date:

**SIERRA BUSINESS COUNCIL / EASTERN SIERRA BUSINESS RESOURCE
CENTER (SBC/ESBRC)**

By: _____

Name:

Title:

Date:



STAFF REPORT

To: ESCOG Joint Powers Authority
From: Elaine Kabala, ESCOG Staff
Subject: Executive Director Report
Meeting date: April 30, 2025
Prepared on: April 25, 2025
Attachments: None

Sustainable Recreation and Ecosystem Management Program:

Eastern Sierra Pace and Scale Accelerator:

- Staff onboarded Kristen Pfeiler in support of regional wildfire coordination capacity, including the development and submission of the USFS Community Wildfire Defense Grant and coordination for the Phase 2 Calfire Wildfire Coordination Grant
- Staff held a kick-off meeting for Phase 2 of the Eastern Sierra Pace and Scale Accelerator Project
- Staff participated in the Wildfire Resiliency and Financing Action Team (WRAFT) biomass planning subcommittee meeting.
- Staff coordinated with representatives regarding impacts from federal funding uncertainties on local projects.

Towns-to-Trails:

- Staff and Consultants worked to finalized Towns-to-Trails document and storymap.
- Staff made final presentation to the public on the final alignment and proposed next steps. Nearly 60 attendees from Inyo, Mono and Alpine Counties attended.
- Staff provided agency partners final input opportunities on the proposed alignment. Feedback was positive and supportive.
- Staff provided a presentation to the Fort Independence Tribe for to integrate with their regional transportation planning effort to support increased active transportation connections to the community of Independence.

California Jobs First Initiative:

- Staff met with project partners to refine project scope and budget, secure partner buy-in on project implementation and develop project objectives, including the Business Resource Center, Inyo County, the Bureau of Land Management, the Los Angeles Department of Water and Power, the US Forest Service, and the Inyo County Agricultural Commissioner.

- Staff negotiated three awarded contracts with the Sierra Business Council.
- Staff has been coordinating with regional Sierra Jobs First project awardees to identify opportunities for regional collaboration.
- Staff has participated in the working groups for Natural and Working Lands, Tourism and Sustainable Recreation and Sustainable Agriculture.

ESCOG Administration:

- Staff met with each regional manager individually to discuss ESCOG current and future activities.
- Staff provided a semi-annual update on ESCOG activities to Mono County and the City of Bishop, with presentations to Inyo County and the Town of Mammoth Lakes forthcoming.
- Staff has been participating the Regional Housing Needs Assessment planning process.
- Staff continues to host a regional economic development roundtable for information sharing and collaboration, including Inyo County, Mono County, the City of Bishop, the Town of Mammoth Lakes, Alpine County, the Bishop Paiute Tribe, the Sierra Business Council, the Eastern Sierra Business Resource Center, and RCRC.
- Staff met with the Kern, Inyo, Mono Workforce development board to discuss service provided within the Eastern Sierra region and opportunities for future collaborations to support strategic regional initiatives.
- Ongoing grant administration and reporting for the CDFW Proposition 1 grant, Sierra Nevada Conservancy Vibrant Tourism grant, and California Jobs First Initiative.