



## **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](mailto: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 C

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			
<b>Applicant Name</b>	Elaine Kabala	<b>County</b>	Inyo
<b>Organization</b>	ESCOG		
<b>Phone Number</b>	1-323-652-0390	<b>Email</b>	ekabala@escog.ca.gov
<b>Affiliated Organization Name and Description:</b>			
<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>			
<b>Applicant &amp; Organization experience in the Region:</b>			
<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
<b>Description of proposed project or program seeking funding:</b>

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.

<b>Stage of Project or Program's readiness:</b>	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.

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.

**Description of Planned Beneficiaries:**

The ESRC capacity incubator project will provide economic development and job creation opportunities for all residents within Inyo, Mono and Alpine Counties, including:

- 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

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

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.

This project will create a diversification of jobs in key economic sectors in Inyo, Mono and Alpine County, specifically recreation, working lands, and agriculture.

**Priority Sector(s):** Other, Sustainable Rec & Tourism, Natural & Working Lands, Clean Energy & Energy Resilience, Sustainable Ag & Food Sys

**Foundational Elements:** Social and Civic Infrastructure, Land Use and Tenure

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

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.

These strategies include:

- 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://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](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		\$ -	\$ -		\$ -
<b>Total Personnel Expense</b>		<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>
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
					\$ -
					\$ -
<b>Subtotal</b>		<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 230,000</b>	<b>\$ 380,000</b>
Overhead (max 10%)				\$ 23,000	\$ 23,000
<b>Grand Total</b>		<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 253,000</b>	<b>\$ 403,000</b>

**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	