

Attachment A

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN
SIERRA PACE AND SCALE ACCELERATOR**

INTRODUCTION

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for National Environmental Policy Act services for the Eastern Sierra Pace and Scale Accelerator of The Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark Institute) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor 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 Contractor to perform under this Agreement will be made by John Wentworth, whose title is: Chair. Requests to the Contractor for work or services to be performed under this Agreement will be based upon ESCOG's need for such services. ESCOG makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by ESCOG under this Agreement. By this Agreement, ESCOG incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if ESCOG should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from June 1, 2022, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. ESCOG shall pay to Contractor 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 Contractor at ESCOG's request.

B. Travel and per diem. Contractor will only be reimbursed for travel and per diem expenses as specified in Exhibit B, not to exceed what is specified in the Cost Proposal which Contractor incurs in providing services and work requested by ESCOG under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from ESCOG, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by ESCOG to Contractor for services and work performed under this Agreement shall not exceed Two Million One Hundred Thousand Nine Hundred and Three Dollars and Twenty Cents (\$2,100,903.20) (hereinafter

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referred to as "contract limit"). ESCOG expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. **Billing and payment.** Contractor shall submit to ESCOG, quarterly, an itemized statement of all services and work described in Attachment A, which were done at ESCOG's request. 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 quarter through and including the last day of the preceding quarter. 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 Contractor on the last day of the month.

F. **Federal and State taxes.**

(1) 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 Contractor under the terms and conditions of this Agreement.

(2) 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 Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, ESCOG has no obligation to withhold any taxes or payments from sums paid by ESCOG to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. ESCOG has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by ESCOG to Contractor, 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, Contractor shall complete and submit to ESCOG an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to ESCOG. Contractor 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 Contractor and ESCOG 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. Contractor 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. Contractor 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.

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Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. ESCOG is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. ESCOG PROPERTY.

A. Personal Property of ESCOG. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by ESCOG pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESCOG. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor'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, Contractor'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, Contractor will convey possession and title to all such properties to ESCOG.

8. INSURANCE.

For the duration of this Agreement, Contractor 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 CONTRACTOR.

All acts of Contractor, 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. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in ESCOG. No agent, officer, or employee of the Contractor is to be considered an employee of ESCOG. It is understood by both Contractor 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. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor 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 Contractor in fulfillment of this Agreement.

C. Contractor, 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.

Contractor shall hold harmless, defend and indemnify ESCOG and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor'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.

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A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of ESCOG shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which ESCOG determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, ESCOG has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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 Contractor thirty (30) days written notice of such intent to cancel. Contractor 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 Contractor. ESCOG has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of ESCOG. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of ESCOG.

15. USE OF SUBCONTRACTOR(S).

If Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Contractor shall submit any subcontracts to ESCOG;
- b. The Agreement between the primary Contractor and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, ESCOG shall be notified immediately, in writing.
- e. Contractor shall ensure that any subcontract entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

16. POTENTIAL SUBCONTRACTOR(S).

Nothing contained in this Agreement or otherwise shall create any contractual relation between ESCOG, and any subcontractor(s) and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to ESCOG for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for

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the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractor(s) is an independent obligation from ESCOG's obligation to make payments to Contractor. As a result, ESCOG shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

17. DEFAULT.

If the Contractor abandons the work, or 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, ESCOG will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

18. 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.

19. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of ESCOG. Any disclosure of confidential information by Contractor without ESCOG's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from ESCOG in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with ESCOG, or who has been an adverse party in litigation with ESCOG, and concerning such, Contractor by virtue of this Agreement has gained access to ESCOG's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

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thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. 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 Contractor 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).

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, 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.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or ESCOG shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

ESCOG
Elaine Kabala, Executive Director
PO Box 1609
Mammoth Lakes, CA 93514

Contractor:
Holly Alpert, Executive Director
3577 Majestic Way
Bishop, CA 93514

26. 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.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

ESCOG

CONTRACTOR

By: _____
Signature

By: _____
Signature

John Wentworth, Chair

Holly Alpert, Executive Director

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Counsel for ESCOG

APPROVED AS TO ACCOUNTING FORM:

ESCOG Fiscal Services

ATTACHMENT A

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND
THE WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES
FOR THE EASTERN SIERRA PACE AND SCALE ACCELERATOR**

TERM:

FROM May 10, 2022 TO June 30, 2025

SCOPE OF WORK:

The project for which this work is contracted has two main objectives: (1) create an environmental planning team based within the region served by ESCOG and (2) conduct environmental review of the highest-priority lands (about 10,000 acres) of the Eastern Sierra Climate and Communities Resilience Project under the authority and direction of the Inyo National Forest.

Whitebark will work under the direction of the ESCCRP Project Manager, already retained by the ESCOG, to create the Interdisciplinary Team (IDT) and conduct the National Environmental Policy Act (NEPA) analyses for the draft proposed action attached to the ESCOG's RFP of February 17, 2022. Whitebark acknowledges the partnership between the ESCOG and the Inyo National Forest (INF) and will develop an IDT that contributes to that partnership and ESCOG's *Eastern Sierra Pace & Scale Accelerator* project funded by the California Department of Fish and Wildlife. Whitebark's new IDT will work in concert with the Inyo National Forest's internal IDT and other Forest Service staff to conduct the environmental analyses for the project described by the INF's ESCCRP draft proposed action. Whitebark acknowledges that the draft proposed action is subject to change and will be flexible in adjusting the work of the IDT to such changes. Whitebark also acknowledges that the Inyo National Forest, through a contract with the Spatial Informatics Group, will identify the highest-priority lands (about 10,000 acres) that the NEPA analyses will apply to before the beginning of the 2022 field work.

Whitebark will work under the authority of the INF to conduct all necessary environmental surveys, studies, and analyses for NEPA compliance using the condition-based planning approach described in the draft proposed action attached to the ESCOG's RFP of February 17, 2022. Whitebark will conduct resource studies such as botany, archaeology, wildlife habitat, recreation, soils, and hydrology assessments sufficient to meet the grant requirements as described in Tasks 1 through 5 outlined in the ESCOG's RFP of February 17, 2022 (Attachment D). Such studies will be conducted in cooperation with and under the direction of the INF's IDT. Whitebark will use the data and information gathered to recommend project design features or proposed action modifications or alternatives. Whitebark agrees to provide the discrete deliverables described by Tasks 1 through 5 of Attachment D, unless alternative or additional environmental studies are specified and agreed to by ESCOG and the INF IDT to satisfy all NEPA requirements and deliverables of the CDFW Prop 1 Eastern Sierra Pace and Scale Accelerator Grant agreement.

Whitebark will provide facilitation of stakeholder group public engagement, scoping, and comment period. The NEPA compliance documents produced by Whitebark will be available throughout the contract period for review by the INF IDT and staff officers and ultimately for a decision by the INF Responsible Official. Whitebark anticipates subcontracts with Panorama Environmental, Inc., Great Basin Institute, and Spatial Informatics Group to accomplish the NEPA analyses.

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At the outset of this contract, the INF, ESCOG, and Whitebark expect that an Environmental Assessment will be adequate for this project. However, the INF Responsible Official will determine if an Environmental Impact Statement (EIS) is required. If a Finding of No Significant Impact (FONSI) cannot be completed under an Environmental Assessment, and an EIS is required, any necessary additional work will be procured outside the scope of this contract. Whitebark will work with the INF to finalize all NEPA compliance documents and facilitate the public participation and notification process for the final decision.

Whitebark, in association with the INF IDT, will recommend additional baseline monitoring requirements beyond the already established monitoring described in the INF Land Management Plan. Whitebark will work with the Project Manager and INF partners to maximize the learning opportunity the ESCCRP provides through monitoring plan development. Whitebark will work with the INF to determine how standard monitoring covers the project area and then develop a monitoring plan that will include but is not limited to:

- Identify established protocols and monitoring efforts by partners, adjacent landowners, and collaborating agencies.
- Work with USFS to implement Monitoring Guidance.
- Ensure the monitoring developed is within the technical, financial, and staffing capability of the USFS and partners.
- Develop performance measures to be included with Monitoring Plan.

Whitebark will work with the Project Manager to evaluate CEQA planning needs for the project area if the current SB-901 exemption for NEPA-ready Federal land is not expected to remain in effect in the State of California. This task will include assessing CEQA planning costs for the entire federally owned project area in order to ensure the project is eligible for State funding to implement. Specific CEQA planning tasks include are but are not limited to:

- Identification of appropriate Lead Agency
- Draft work scope for appropriate CEQA compliance
- Draft budget for CEQA compliance

Upon identification of the appropriate work scope, budget and timeline, the ESCOG may request additional CEQA planning services if budgets permit.

The ESCOG and Whitebark anticipate that this scope of work may be modified during the summer of 2022 after the INF's proposed action is updated, the high-priority lands to be evaluated under this contract are geographically identified, and the IDTs of the INF and Whitebark have begun to work together and have identified respective tasks and responsibilities.

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ATTACHMENT B

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN
SIERRA PACE AND SCALE ACCELERATOR**

TERM:

FROM: June 1, 2022 TO: June 30, 2025

SCHEDULE OF FEES:

Tasks		Project Administration & IDT Lead Hours	Senior NEPA Planners & Advisors Hours	Resource Specialist Hours	Field Crew Hours	Outreach, GIS, Technical Writing Hours	Labor Costs
Scope of Work Development/Finalization		150	10	480	80	50	\$ 62,150.00
Public Scoping		240	30	0	0	250	\$ 44,650.00
Finalize Analysis Area and Proposed Action (Issue & Alternative Development)		220	50	550	9000	60	\$ 520,200.00
Specialist Reports and Implementation Plan Draft		620	310	1860	80	430	\$ 292,850.00
Complete Analysis and Implementation Plan		130	10	200	0	90	\$ 36,100.00
30-day comment period		110	0	0	0	140	\$ 20,200.00
Editing the EA and Draft Decision Notice		270	190	780	9000	170	\$ 567,550.00
Objection Period		60	0	0	0	60	\$ 9,800.00
Objection Review Period		40	0	0	0	80	\$ 9,800.00
Finalize Decision Notice (and edit EA as necessary)		180	210	0	0	180	\$ 43,800.00
CEQA Planning Assessment		250	20	0	0	0	\$ 25,000.00
Project Administration		2480	80	0	0	0	\$ 156,400.00
Labor Total		4750	900	3870	18160	1510	\$ 1,788,500.00
General Operating Expenses							\$ 121,412.00
Indirect (10%)							\$ 190,991.20
Total Proposal Cost							\$2,100,903.20

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ATTACHMENT C

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN
SIERRA PACE AND SCALE ACCELERATOR**

TERM:

FROM: June 1, 2022 TO: June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. ESCOG, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, ESCOG requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ESCOG.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

Attachment C: Insurance Requirements

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects ESCOG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ESCOG, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to ESCOG.

Waiver of Subrogation

Contractor hereby grants to ESCOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against ESCOG by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ESCOG has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by ESCOG. ESCOG may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or ESCOG.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ESCOG.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Attachment C: Insurance Requirements

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish ESCOG with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to ESCOG before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. ESCOG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that ESCOG is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

ESCOG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment A

ATTACHMENT D

**AGREEMENT BETWEEN THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AND THE
WHITEBARK INSTITUTE OF INTERDISCIPLINARY ENVIRONMENTAL SCIENCES
FOR THE PROVISION OF NATIONAL ENVIRONMENTAL POLICY ACT SERVICES FOR THE EASTERN
SIERRA PACE AND SCALE ACCELERATOR**

TERM:

FROM: June 1, 2022 TO: June 30, 2025

**REQUEST FOR PROPOSALS TO PROVIDE NATIONAL ENVIRONMENTAL POLICY ACT SERVICES
FOR THE EASTERN SIERRA PACE AND SCALE ACCELERATOR**