

Attachment A

**AGREEMENT REGARDING EXECUTIVE DIRECTOR SERVICES TO BE
PROVIDED BY INYO COUNTY TO THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) and the County of Inyo, a political subdivision of the State of California (“the County”).

Recitals:

A. Section 3.03 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that ESCOG may “contract for any services judged by the ESCOG to be necessary or convenient for carrying out its purposes and to pay the costs of such services.” Section 3.03 further provides that ESCOG may contract with an ESCOG member to obtain such services.

B. ESCOG and the County wish to enter into a contract to permit an employee or employees of the County to provide executive director services to ESCOG as spelled out below. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of executive director services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide an employee or employees who can perform the executive director services for ESCOG that are outlined in the Scope of Work, which is attached hereto as Exhibit A. Requests by ESCOG to the County to perform under the Agreement will be made by the ESCOG Board of Directors, and shall be directed to Elaine Kabala on behalf of the County (or such other individual as may be designated by the County). The parties agree that Elaine Kabala (or such other individual as may be designated by the County) shall be titular Executive Director of ESCOG for any purposes where it is necessary for an individual person to act as the Executive Director of ESCOG in order to perform the services and work set forth in Exhibit A.

2. Any employee assigned by the County to provide the services outlined in Exhibit A shall meet the following minimum qualifications:

- a. At least five (5) years of progressively responsible professional experience including at least three (3) years of administrative and management responsibility.
- b. A bachelor’s degree or higher with emphasis in land use and planning, economic development, and/or business/public administration. Up to two (2) years of additional relevant experience (beyond the 5-year minimum) may be substituted

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for up to two (2) years of education.

3. As compensation for the provision of the services spelled out in Exhibit A, ESCOG shall pay the County as follows:
 - a. ESCOG shall make an initial payment to the County in the amount of \$25,000 upon the execution of the contract.
 - b. ESCOG shall make recurring payments for the life of the contract to the County on January 1, March 1, June 1, and September 1 of each year in the amount equal to all of the following:
 - i. The cost incurred by Inyo County for the salary and benefits provided to the Executive Director of Regional Coordination (“EDRC”) during the preceding quarter; and
 - ii. Actual travel expenses incurred by the Executive Director of Regional Coordination during the preceding quarter; and
 - iii. A fixed contract administration fee in the amount of 15% of item 3(b)(i).
 - c. It is understood by and between the parties that the EDRC may spend time on tasks that are not related to ESCOG. Should this occur within a given quarter, the County shall track how the EDRC spends his/her time and shall reduce the invoice to ESCOG in an amount proportional to the time that the EDRC spends on non-ESCOG tasks.
 - d. ESCOG and the County recognize that, as a member of ESCOG, the County is obligated to make an annual payment to ESCOG pursuant to section 5.01 of the ESCOG JPA Agreement. The County and ESCOG agree that ESCOG may offset any money due to the County pursuant to this contract by the amount of the County’s annual contribution to ESCOG under the JPA Agreement.
 - e. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed \$XXXX for the first year of the contract (the “not-to-exceed amount”). For each subsequent year of the contract, the not-to-exceed amount shall be calculated as the previous year’s not-to-exceed amount, plus 5%.
4. Inyo County shall provide the office space, supplies, equipment, reference materials, and telephone / internet service as is necessary for any County employee performing the services identified in Exhibit A. ESCOG is not obligated to reimburse or pay the County for any expense or cost incurred by the County in procuring or maintaining such items.
5. The Parties understand and agree that the costs that the County incurs to employ an EDRC—and therefore the costs that ESCOG is obligated to pay the County—will fluctuate over time. By way of example only, the EDRC may receive merit or cost of living wage increases over the life of the contract, or the County may employ different individuals whose different experience merits different base salaries over the life of the contract. While the County shall have the sole authority to set the compensation and benefits and dictate the terms and conditions of employment for the EDRC, the County shall endeavor to inform ESCOG’s

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fiscal staff of any anticipated changes to the costs associated with the County's employment of an EDRC as soon as the County becomes aware of anticipated changes.

6. The County shall send invoices for services to ESCOG in care of its fiscal staff or such other individual as ESCOG may designate, on the dates listed in section 3(b). Invoices shall be itemized to describe the costs incurred by the County. ESCOG shall pay invoices within 30 days of receipt.

7. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time due to the other party's failure to perform its obligations under the contract, through oral or written notice to the other party (effective immediately).

8. All acts of the County, its agents, officers, and employees relating to the performance of this Agreement shall be performed as independent contractors, and not as agents, officers, or employees of ESCOG. The County, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESCOG. Except as provided expressly in Exhibit A, the County has no authority or responsibility to exercise any rights or power vested in ESCOG. No agent, officer, or employee of the County is to be considered an employee of ESCOG. It is understood by both the County and ESCOG that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

9. 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.

Execution:

This Agreement shall be deemed entered into as of [DATE], regardless of when actually approved or executed by the parties hereto.

<p>EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority</p> <p>By: _____ XXXX, Chair ESCOG Board of Directors</p> <p>APPROVED AS TO FORM:</p>	<p>INYO COUNTY, a political subdivision of the State of California</p> <p>By: _____ Jennifer Roeser, Chairperson Inyo County Board of Supervisors</p> <p>APPROVED AS TO FORM:</p>
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ESCOG Counsel	County Counsel
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Exhibit A
Scope of Work

Executive Director Services

The Executive Director will be responsible for overseeing and implementation the strategic direction the Eastern Sierra Council of Governments (ESCOG) at the direction of the ESCOG Board. This individual will be responsible for developing, implementing, and managing strategies that advance regional priorities related to the regional sustainable recreation economy, ecosystem management objectives, economic development initiatives, broadband expansion and adoption, and other matters as identified by the ESCOG Board, and member agencies.

Key roles and responsibilities for the Executive Director include:

- Developing and implementing the ESCOG’s strategic plan, with a focus on supporting the Sustainable Recreation and Ecosystem Management Program (SREMP), the Inyo Mono Broadband Consortium (IMBC), and the Community Economic Resiliency Fund (CERF) Pilot Program.
- Building and maintaining strong relationships with member agencies and other stakeholders to facilitate collaboration and coordination on regional planning and economic development initiatives.
- Serving as the primary spokesperson for the ESCOG, representing the organization at meetings, conferences, and other events.
- Providing leadership and guidance to ESCOG staff, including setting goals and priorities, managing budgets, and providing support and resources to ensure the successful implementation of the ESCOG’s initiatives.
- Working with member agencies and other partners to identify and secure funding for regional planning and economic development projects, including grants, loans, and other financial resources.
- Analyzing data and other information to identify trends, opportunities, and challenges related to regional planning and economic development, and using this information to inform the ESCOG’s strategic decisions and actions.

The Executive Director will provide the following services:

1. Executive and Administrative services consisting of
 - a. Providing oversight of all relevant and necessary activities supporting the Eastern Sierra Council of Governments (ESCOG) through oral and written communication;

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- b. Ensuring high quality management and staff support of ESCOG meetings, including managing agenda preparation, coordinating with all interested parties and their legal counsel, to running and overseeing ESCOG meetings;
 - c. Coordinating with ESCOG member staff and committee representatives on staff reports or other business;
 - d. Lead ESCOG through periodic budget assessments and budget reviews, incorporating short term and long-range planning.
 - e. Manage and provide executive oversight on ESCOG project expenditures.
2. Grant writing services consisting of:
 - a. Identification, research, and reporting of State, Federal and non-profit grant opportunities that align with ESCOG goals and priorities;
 - b. Grant coordination activities that may be required to qualify for various grants, such as public outreach, noticing or other requirements;
 - c. Grant writing and submission;
 - d. Coordination with each jurisdiction of the ESCOG if required;
 - e. Grant management and administration upon award.
3. Research and reporting to the Board on current regional programs for the ESCOG to engage with including those identified as priorities for the ESCOG such as/but not limited to:
 - a. The Sustainable Recreation and Ecosystem Management Program (SREMP), including implementation of the Sustainable Recreation and Tourism Initiative (SRTI)
 - b. The Inyo Mono Broadband Consortium (IMBC),
 - c. The Community Economic Resiliency Fund (CERF) Pilot Program.
4. Assistance, as needed or required, to establish infrastructure for ESCOG to be a self-sustaining organization for regional community and economic development, such as identification of grant opportunities for planning and economic development initiatives, including housing, transportation, and broadband services.