

**AGREEMENT REGARDING WILDFIRE PREPAREDNESS 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 wildfire preparedness 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 wildfire preparedness services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide an employee or employees who can perform the wildfire preparedness 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 Nate Greenberg, County Administrative Officer (or such other individual as may be designated by the County).

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

- a. At least two (2) years of progressively responsible full-time experience actively working in wildfire resiliency, fire prevention and/or the emergency management/preparedness field, whether through local or county-wide Fire Safe Councils, Resource Conservation Districts, or with a county/state/federal level department or agency or the private sector.
- b. A degree in a field related to the experience in Section 2(a).

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 recurring payments for the life of the contract to the County based on a detailed billing provided by Inyo 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 Wildfire Preparedness Coordinator during the preceding quarter; and
 - ii. Actual travel expenses incurred by the Wildfire Preparedness Coordinator during the preceding quarter; and
 - iii. Actual fixed or variable costs associated with this position, including but not limited to technology, space utilization, or other related expenses; and
 - iv. A fixed contract administration fee in the amount of 15% of item 3(a)(i) to cover “overhead” expenses related to this position being paid via Inyo County payroll.
- b. It is understood by and between the parties that the Wildfire Preparedness Coordinator may spend time on tasks that are not related to ESCOG. In anticipation of this, the Wildfire Preparedness Coordinator will accurately track time in a County system such that the actual time spent on ESCOG activities may be billed within a given quarter.
- c. 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.
- d. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed \$150,000 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 10%.

4. The Parties understand and agree that the costs that the County incurs to employ a Wildfire Preparedness Coordinator—and therefore the costs that ESCOG is obligated to pay the County—will fluctuate over time. By way of example only, the Wildfire Preparedness Coordinator 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 Wildfire Preparedness Coordinator, the County shall endeavor to inform ESCOG’s fiscal staff of any anticipated changes to the costs associated with the County’s employment of a Wildfire Preparedness Coordinator as soon as the County becomes aware of anticipated changes.

5. 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.

6. This Agreement shall remain in full force and effect until terminated by any party,

without cause, by supplying 120 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).

7. 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.

8. 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 March 1, 2025 regardless of when actually approved or executed by the parties hereto.

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

Scope of Work

Wildfire Preparedness Coordinator Services

- Support regional interagency coordination to understand and communicate operational procedures for inter-jurisdictional project implementation between the Inyo National Forest, ESCOG, and other partners, including but not limited to:
 - Financial procedures, in particular identifying potential obstacles presented by using different funding sources
 - Project approval requirements
 - Appropriate contracting mechanisms for project implementation.
- Assists in the coordination of Inyo National Forest Liaison and California Department of Fish and Wildlife Proposition 1 grant activities – Eastern Sierra Pace and Scale Accelerator grant implementation.
- Partner with representatives from Inyo and Mono Counties, established wildfire mitigation groups (fire safe councils) within the region, the California Fire Safe Council Regional Coordinators, local volunteer fire departments, local tribal entities and landowner/management agencies to build a coordinated, region-wide wildfire mitigation strategy.
- Educate, encourage, and develop region-wide collaboration and coordination among wildfire mitigation groups, improving overall wildfire resiliency strategies and community preparedness.
- Build relationships between existing wildfire mitigation groups, connecting these groups with region-wide emergency management officials, collaborating on fire mitigation projects, sourcing, and assisting with region-wide wildfire grant applications, and performing outreach and communication across the region.
- Develop a census of all active wildfire mitigation groups, community stakeholders, landowner/management agencies, local tribes, contact points, and current collaboration efforts and projects.
- Build a system to track these groups and efforts, including researching and implementing software and project management tools, and integrate this information into a regional database.
- Develop relationships with these groups and host regular communications/meetings between existing wildfire mitigation groups and region-wide officials
- Assist with the development and implementation of agency communications, including website posts and updates, email marketing, newsletters and brochures for relevant project updates and inter-jurisdictional collaboration. Analyze gaps in region-wide wildfire resiliency and emergency preparedness and develop recommendations on how to fill those gaps
- Schedule meetings with wildfire mitigation groups to coordinate and connect their existing and planned wildfire mitigation projects
- Build a system to track groups/projects
- Become a stakeholder in the Regional Forest and Fire Capacity Program to assure

local projects are integrated into the regional database

- Assist with grant sourcing and provide technical support with region-wide wildfire grant applications.
- Attend monthly check-ins with the California Fire Safe Council Regional staff.