

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF PROJECT MANAGEMENT, GIS, AND GRANT
ADMINISTRATION SERVICES**

INTRODUCTION

WHEREAS, the Eastern Sierra Council of Governments (hereinafter referred to as "ESCOG") may have the need for the services of Inyo County (hereinafter referred to as "County"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall furnish to ESCOG, upon its request, those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein. Requests by ESCOG to the County to perform under this Agreement will be made by Elaine Kabala, whose title is: Executive Director of ESCOG. Requests to the County for work or services to be performed under this Agreement will be based upon the ESCOG's need for such services. ESCOG makes no guarantee that any minimum amount of services or work will be requested of the County. ESCOG by this Agreement incurs no obligation or requirement to request from the County the performance of any services or work at all, even if ESCOG should have need for such services or work during the term of this Agreement.

Services and work provided by the County at ESCOG's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from April 29, 2025 until terminated as provided below.

3. CONSIDERATION.

- A. Compensation. ESCOG shall pay the County in accordance with the Schedule of Fees (set forth as **Attachment B**) for the services and work described in **Attachment A** which are performed by the County at ESCOG's request.
- B. No additional consideration. Except as expressly provided in this Agreement, the County shall not be entitled to, nor receive, from ESCOG, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, the County shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

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benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

- C. Limit upon amount payable under Agreement. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed Fifty thousand dollars (\$50,000_) (hereinafter referred to as "contract limit"). ESCOG expressly reserves the right to deny any payment or reimbursement requested by the County for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
- i. Except as provided in subparagraph (2) below, ESCOG will not withhold any federal or state income taxes or social security from any payments made by ESCOG to the County under the terms and conditions of this Agreement.
 - ii. ESCOG will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to the County under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, ESCOG has no obligation to withhold any taxes or payments from sums paid by ESCOG to the County under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the County. ESCOG has no responsibility or liability for payment of the County's taxes or assessments.
 - iv. The total amounts paid by ESCOG to the County, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, the County shall complete and submit to ESCOG an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

The County's obligation is to perform, in a timely manner, those services and work identified in **Attachment A** which are requested by ESCOG. It is understood by the County that the performance of these services and work will require a varied schedule. The County will arrange his/her own schedule but will coordinate with ESCOG to ensure that all services and work requested by ESCOG under this Agreement will be performed within the time frame set forth by ESCOG.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for the County to provide the services and work described in **Attachment A** must be procured by the County and be valid at the time the County enters into this Agreement or as otherwise may be required. Further, during the term

Attachment A

of this Agreement, the County must maintain such licenses, certificates, and permits in full force and effect at no expense to ESCOG. The County will provide ESCOG, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in **Attachment A**. Where there is a dispute between ESCOG and the County as to what licenses, certificates, and permits are required to perform the services identified in **Attachment A**, ESCOG reserves the right to make such determinations for purposes of this Agreement.

- B. The County warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The County also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

The County shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for the County to provide the services identified in **Attachment A** to this Agreement. ESCOG is not obligated to reimburse or pay the County for any expense or cost incurred by the County in procuring or maintaining such items.

7. ESCOG PROPERTY.

- A. Personal Property of County. Any personal property provided to the County by ESCOG pursuant to this Agreement are the sole and exclusive property of ESCOG. The County will use reasonable care to protect, safeguard and maintain such items while they are in the County's possession. The County will be financially responsible for any loss or damage to such items.
- B. Products of the County's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of the County's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESCOG. At the termination of the Agreement, the County will convey possession and title to all such properties to ESCOG.

8. INSURANCE.

For the duration of this Agreement the County shall procure and maintain insurance of the scope and amount specified in **Attachment C** and with the provisions specified in that attachment.

9. STATUS OF THE COUNTY.

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

- A. The County shall determine the method, details, and means of performing the work and services to be provided by the County under this Agreement.
- B. The County shall be responsible to ESCOG only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to ESCOG's control with respect to the physical action or activities of the County in fulfillment of this Agreement.
- C. The County, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of ESCOG.

10. DEFENSE AND INDEMNIFICATION.

The County shall hold harmless, defend and indemnify ESCOG and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of ESCOG.

11. RECORDS AND AUDIT.

- A. Records. The County shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. The County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of ESCOG shall have access to any records including, but not limited to, financial records of the County, which

ESCOG determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by the County. Further, ESCOG has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, the County, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The County and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The County shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION.

This Agreement may be canceled by ESCOG without cause, and at will, for any reason by giving to the County thirty (30) days written notice of such intent to cancel. The County may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to ESCOG.

14. ASSIGNMENT.

This is an agreement for the services of the County. ESCOG has relied upon the skills, experience, and training of the County as an inducement to enter into this Agreement. The County shall not assign or subcontract any part of this Agreement without the written consent of ESCOG. Further, the County shall not assign any monies due or to become due under this Agreement without the written consent of ESCOG.

15. DEFAULT.

If the County abandons the work, fails to proceed with the work and services requested by ESCOG in a timely manner, or fails in any way as required to conduct the work and services as required by ESCOG, ESCOG may declare the County in default and terminate this Agreement upon five (5) days written notice to the County. Upon such termination by default, ESCOG will pay to the County all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of

the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

The County further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by the County in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. The County agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by the County only with the express written consent of ESCOG. Any disclosure of confidential information by the County without ESCOG's written consent is solely and exclusively the legal responsibility of the County in all respects.

18. CONFLICTS.

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

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

20. FUNDING LIMITATION.

The ability of ESCOG to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, ESCOG has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying the County of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

21. AMENDMENT.

This Agreement may be modified by the mutual consent of the parties, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo
Administration Department

Attachment A

PO Drawer N Address
Independence CA 93526 City and State

ESCOG:
Eastern Sierra Council of Governments____Name
PO Box 1609 Address
Mammoth Lakes, CA 93546 City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

COUNTY OF INYO

ESCOG

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

ESCOG Counsel

APPROVED AS TO ACCOUNTING FORM:

ESCOG Fiscal Services

ATTACHMENT A – SCOPE OF WORK

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ADMINISTRATION SERVICES**

The purpose of this contract is to provide a variety of administrative, programmatic, and technical services on an as-needed basis to support the ongoing operations, special projects, and emergent needs of ESCOG.

Examples of services provided on an as-needed basis may include, but are not limited to:

- Preparation and review of documents;
- GIS services;
- Data analysis and reporting;
- Project management and coordination;
- Grant writing, grant review, and grant reporting.
- Fiscal Analysis Services

Work under this contract will be initiated through written request issued by the ESCOG Executive Director, or designee. Each written request will define the specific scope of services, deliverables, schedule, and budget. Services requested by ESCOG will be undertaken subject to mutual agreement.

ATTACHMENT B – SCHEDULE OF FEES

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The services described in Attachment A shall be billed at each employees' hourly rate.

The County shall submit to ESCOG, quarterly, an itemized statement of all services and work described in Attachment A, which were done at the ESCOG's request. Statements shall be itemized to reflect each individual written request submitted by the ESCOG Executive Director and accepted by the County.

This statement will be submitted to ESCOG not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, ESCOG shall make payment to the County on the last day of the month.

ATTACHMENT C – INSURANCE PROVISIONS

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