

**MONO COUNTY
FISHERIES COMMISSION
LOCAL PROGRAM FUNDING REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California, hereinafter referred to as the County, and _____, hereinafter referred to as the Grantee.

WHEREAS, the County, through its Fisheries Commission, has created the Local Program Funding Program (the "Program") to support organized non-profit organizations engaged in activities which enhance fishing, wildlife, and/or education regarding those topics, in Mono County; and

WHEREAS, the Program's purpose is to assist organized non-profit organizations to fund their programs, thereby enhancing the fisheries, wildlife, and/or education of those areas. and

WHEREAS, Grantee has requested funds from the County to reimburse its costs for an event, activity, or other project (the "Event") as described in Attachment A, which is attached hereto and incorporated by this reference; and

WHEREAS, Grantee proposes to conduct the Event, as described in Attachment A, in order to enhance fisheries, wildlife, and/or education.

NOW, THEREFORE, the County and Grantee, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

1. **Scope of Services.** Grantee agrees to produce, or contribute to or cause the production of, the Event as described in the Project Description set forth in Attachment A to this Agreement (the "Project").

2. **Payment.**

A. County agrees to and shall provide to Grantee up to _____ for the purpose of fully or partially reimbursing Grantee's costs to produce the Project as set forth in the Project Budget contained in Attachment B to this Agreement, which is incorporated herein by this reference. Said amount shall constitute the

contract limit. No payment shall be made to Grantee that is in excess of the contract limit.

B. In order to receive payment pursuant to paragraph A, Grantee shall submit to the County an itemized statement of all expenditures described in Attachment B, which were made in furtherance of the Project, together with invoices, receipts or other documentation verifying those expenditures. Such documentation shall include, where applicable, a copy of any advertising, educational, or other materials produced. The statement (and accompanying documentation) will be submitted to the County not later than 30 days following date of the program, service, event, or activity described in Attachment A. Upon timely receipt of the statement and accompanying documentation, the County shall make payment to Grantee.

C. Except as expressly set forth in this Agreement, Grantee shall not be entitled to, nor receive from County, any additional reimbursement, consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Grantee 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. Nor shall Grantee be paid or reimbursed for travel expenses, meals, per diem, or other cost or expense that Grantee incurs in furnishing, providing, or performing the Project.

3. **Term.** The term of this Agreement shall be from _____ through _____, unless sooner terminated as provided below. In order to be eligible for reimbursement pursuant to this Agreement, the Project must take place during the term of this Agreement.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Termination.** This Agreement may be terminated as provided below.

A. If the Grantee abandons the Project, or fails in any way to furnish, provide, or conduct the Project as promised or represented, then the County may declare the Grantee in default and terminate this Agreement upon five (5) calendar days written notice to Grantee. Upon such termination by default, County may, in addition to any other remedy, withhold any future payment due or owing pursuant

to this Agreement, and/or recoup from Grantee all or part of the funds it has paid to Grantee pursuant to this Agreement.

B. The ability of the County to enter into 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Grantee of the termination, reduction, or modification of available funding.

6. **Acknowledgement of funding source.** All brochures, educational materials, flyers, and/or collateral pieces produced by Grantee, the costs of which are fully or partially reimbursable through this Agreement must include: an acknowledgement in writing or in such other manner as acceptable to the County's Economic Development Director, that it was funded, in whole or in part, by the Mono County Fisheries Commission and the County of Mono.

7. **Copyrights.** Grantee shall be entitled to all copyrights on any products or materials developed or produced by Grantee under this Agreement.

8. **Required licenses, certificates, and permits.** Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Grantee to furnish, provide, or conduct the Project must be procured by Grantee and be valid at the time Grantee furnishes, provides, or performs the Project. Such licenses, certificates, and permits will be procured and maintained in force by Grantee at no expense to the County.

9. **Records and reporting.** Grantee shall prepare and maintain for a period of one year following the termination of this Agreement an accounting, together with supporting documents in sufficient form and detail to substantiate its actual expenditures for the Project, and shall provide the accounting to County within fifteen (15) calendar days of County's request, and as otherwise required by this Agreement.

Any authorized representative of County shall have access to any books, documents, papers, and records, including, but not limited to, financial records of Grantee, that County determines to be pertinent to this Agreement, for the purposes of conducting an audit, evaluation, or examination during the period such records are to be maintained by Grantee, which shall be one year from the date this Agreement is terminated. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

10. **Project evaluation.** Within thirty (30) calendar days of the date of termination of this Agreement, Grantee shall submit a final Project evaluation which includes a description of the Project and an evaluation of the success of the Project. The evaluation shall be submitted to the County Economic Development Manager:

**Economic Development Manager
P.O. Box 2415
Mammoth Lakes, CA 93546
avennos@mono.ca.gov**

11. **Ownership of property.** Any equipment or materials purchased, or any item created, produced, or made by Grantee according to the budget submitted as Attachment B, is and shall remain at the termination of this Agreement the property of Grantee.

12. **Non-discrimination.** The Grantee shall not discriminate against any individual on the basis of race, gender, religion, national origin, sexual orientation, age, disability, or marital status in violation of state or federal law. The Grantee shall not exclude any person from participation in programs or services provided by the Grantee or deny benefits to any person in violation of state or federal law.

13. **Defense, indemnification, and hold harmless.** The Grantee shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by the Grantee, or the Grantee's agents, officers, or employees. This obligation applies to any actual or alleged copyright, patent, or trademark infringement, personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of the Grantee, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Grantee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Grantee to procure and maintain a policy of insurance.

14. **Status of Grantee.** All acts of Grantee, 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 County. Grantee, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Grantee has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Grantee. It is understood by both Grantee and County 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. Grantee shall determine the method, details, and means of performing the work and services to be provided by Grantee under this Agreement.

B. Grantee shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Grantee in fulfillment of this Agreement.

C. Grantee, 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 County.

15. **Assignment.** County has relied upon the skills, knowledge, experience, and/or training of Grantee as an inducement to enter into this Agreement. Grantee shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

16. **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.

17. **Notice.** Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Grantee or County shall be required to make, or may desire to make, shall be in writing, shall conform to the requirements of paragraph 16 if applicable, and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono
Economic Development Department
P.O. Box 2415
Mammoth Lakes, CA 93546

Grantee:

18. **Insurance.** Grantee shall procure insurance coverage for the Project of a form and amount acceptable to, and approved in writing by, Mono County Risk Management. Alternatively, this requirement may be waived in writing by Risk Management.

19. **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 executed in writing by the parties hereto.

IN WITNESS THEREOF, the County and Grantee have executed this Agreement on the ____ day of _____, _____.

GRANTEE:

MONO COUNTY:

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

COUNTY COUNSEL

ATTACHMENT A

**MONO COUNTY
FISHERIES COMMISSION
LOCAL PROGRAM FUNDING REIMBURSEMENT AGREEMENT**

Project Description

Grantee shall perform the following tasks: (insert description of event, program, materials, or activity to be produced). (If the Project involves an event, please include the date or dates of the event.)

Any written materials produced by Grantee utilizing funding pursuant to this Agreement shall be submitted to the Economic Development Department and approved prior to printing, publication, or distribution.

Disclaimer of Project Description

Grantee shall assure that all photos, designs, logos, art, text or other matter used in marketing or advertising materials are royalty-free, model-released and authorized for use by Grantee.

Mono County is not responsible for the selection, creation, or production of the marketing or advertising materials described in this Agreement and shall have no responsibility for determining the legal status of any photos, designs, logos, art, or text contained therein.

ATTACHMENT B

**MONO COUNTY
FISHERIES COMMISSION
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Budget

Expenditure	Local Program Funding	Funding from other sources	Total funding from all sources
Total:			