

Amador - Calaveras - Tuolumne Resource Conservation District
Cooperative Partnership

This cooperative partnership is entered into by and between the Amador Resource Conservation District, hereinafter referred to as ARCD, the Calaveras County Resource Conservation District, hereinafter referred to as CCRCD, and the Tuolumne County Resource Conservation District, hereinafter referred to as TCRCD, effective May 13, 2019

Purpose:

This document establishes a partnership between ARCD, CCRCD and TCRCD to coordinate and implement natural resource programs within Amador, Calaveras, and Tuolumne Counties. Through the implementation of this partnership, ARCD, CCRCD, and TCRCD will work to promote the wise use of natural resources within our region. Programs will include, but are not limited to;

Program Planning
Public Workshops
Educational Materials
Technical Assistance
Mapping
Project Oversight and Management
Database Development and Maintenance

Agreement:

Whereas, the Amador, Calaveras County, and Tuolumne County Resource Conservation Districts have the common mission of promoting stewardship of natural resources through education, outreach, restoration and technical assistance projects; and

Whereas, the Amador, Calaveras County, and Tuolumne County Resource Conservation Districts recognize the need to work collaboratively in the development and implementation of natural resource programs within Amador, Calaveras, and Tuolumne Counties and

Whereas, the Amador, Calaveras County, and Tuolumne County Resource Conservation Districts shall utilize funding when available to develop and implement projects in the three county area.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties. Any party may withdraw from this agreement by giving 90 days written notice of its election to do so. A withdrawing party shall in all events remain liable for its proportionate share of obligations and funding.

Partnership Management:

Each RCD shall appoint one board member and an alternate to represent their RCD in management decisions of the partnership. Management decisions regarding this partnership and its projects shall be made by consensus.

Responsibilities of the Parties:

Each project developed and implemented through this cooperative partnership shall be incorporated into this agreement by appendix and listed:

Project 1: RCPP - Technical Assistance to Private Non Industrial Forest Landowners

The responsibilities of each Resource Conservation District (RCD) will be detailed and agreed upon for each project that is incorporated.

Each RCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capacity to implement the tasks described in the each project.

Every document prepared under this agreement shall be made available to the other party.

Each RCD shall perform the services described in compliance with all applicable federal, state and local laws and regulations and shall possess and maintain all permits, licenses and certificates that may be required for it to perform the services.

Each party shall defend, indemnify, and hold harmless the other parties including their respective officers, directors, employees, volunteers and agents from and against all claims of third parties and all associated losses to the extent arising out of the parties gross negligence or willful misconduct in performing any of its obligations under this agreement, or a material breach by a party of any of its representations, warranties, covenants or agreements under this agreement.

Each RCD shall maintain their own insurance coverage against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this agreement.

Each party to this agreement shall perform its responsibilities and activities described herein as an independent party and not as an officer, agent, servant, or employee of any of the other parties hereto. Each RCD shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

This writing and the documents incorporated herein represent the sole, entire, exclusive and integrated agreement between the parties concerning the services, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this agreement or in the incorporated documents shall be valid or binding. This agreement may be amended only by a subsequent written amendment approved and executed by all parties.

This agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, each RCD shall not subcontract, assign or transfer this agreement or any part of it without the prior written consent of ARCD, CRCD and TCRCD.

All notices which may be or are required to be given hereunder will be in writing, delivered by messenger or by United States certified or registered mail, postage prepaid, return receipt requested, and will be deemed received upon the date of delivery to the address of the party to receive such notice as set forth below, as evidenced by execution of the return receipt.

If to ARCD:

District Manager
Amador Resource Conservation District
12200 B Airport Road
Jackson, CA 95642

If to CCRCD:

Executive Director
Calaveras County Resource Conservation District
PO Box 1041
San Andreas, CA 95249

If to TCRCD:

District Manager
Tuolumne County Resource Conservation District
PO Box 4394
77 N. Washington St.
Sonora, CA 95370

Amador Resource Conservation District

X 


Print Name Steve Q. Carlson, Board President
Date 13 May 2019

Calaveras County Resource Conservation District

X  Board President

Print Name Robert T. Dean
Date 5/10/19

Tuolumne County Resource Conservation District

X 

Print Name Kirk Ford
Date 5/19/2019

Communication

CARCD will provide all pertinent information to each RCD by email. Any hard copy documents will be mailed to ARCD, ARCD will share this information with TCRCD and CCRCD.

ARCD, CCRCD, and TCRCD will meet quarterly to discuss the project and review progress in grant deliverable. ARCD will provide a summary of the quarters accomplishments.

The tasks and budget for Project #1 are detailed in the CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR with ARCD, CCRCD, and TCRCD and incorporated herein. Project details are outlined in the Grant Agreement Scope of Work.

Any amendments to the grant agreement or scope of work will be agreed upon in writing by all three districts and incorporated into this agreement.