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 13th, 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 Oversite 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

Graphical user interface, text, application, Word

Description automatically generated

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

The purpose of this project is to provide technical assistance to private non-industrial forest landowners. Tasks include technical assistance in the form of site visits, creation of forest management plans, and promote participation in the NRCS EQIP funding through the RCPP program.

For the purposes of this project ARCD, CCRCD, and TCRCD will be providing the following inorder to facilitate the completion of tasks;

Office Space: Each district will be providing office space which will include a desk and access to phone, computer, internet, and printer. Reimbursement for overhead expenses of each RCD for the RCPP project is detailed in the RCPP Budget and Charge Rate.

Staffing: ARCD will provide staffing in the form or either employees or contractors. Staff will report directly to ARCD.

Vehicle: TCRCD will provide access to a district vehicle.

* Vehicle is intended to be used for job related travel only including driving to site visits and meetings.
* Operators must be staff or directors of ARCD, CCRCD, or TCRCD and must maintain at minimum a Class C drivers license.
* Operators must observe all safety, traffic, and criminal laws of California.
* Operators are responsible for any moving and parking violations and fines which may result when operating a district vehicle and must report in violations to TCRCD immediately.
* Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited.
* No operator shall consume alcohol or illegal drugs while driving a district vehicle, while on district business, while in a district vehicle, or prior to the employee/contractor's shift.
* The reimbursement rate for vehicle use and maintenance is detailed in the RCPP Budget and Charge Rate.

Project Management: ARCD will provide project over site for Project #1, including project records and reporting, management of staffing, and accounting.

Invoicing

ARCD will be responsible for invoicing to the CARCD for reimbursement. The ARCD will prepare monthly invoices including hours worked and a brief summary of activities completed.

TCRCD and CCRCD will provide a monthly summary of work to ARCD on or before the Friday following the last day of each month. This summary will include an invoice requesting any reimbursement, work accomplished, and match provided.

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.