

Calaveras - Tuolumne Resource Conservation District
Cooperative Partnership Agreement # 01-2022

This cooperative partnership is entered into by and between the Calaveras Resource Conservation District, hereinafter referred to as CCRCD, and the Tuolumne County Resource Conservation District, hereinafter referred to as TCRCD, effective Jan 1, 2022

Purpose:

This document establishes a partnership between CCRCD and TCRCD to coordinate and implement natural resource programs within Calaveras and Tuolumne Counties. Through the implementation of this partnership CCRCD and TCRCD will work to promote the wise use of natural resources within our region.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties.

Responsibilities of the Parties:

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

Project: CALFire - PINE MOUNTAIN LAKE FUEL REDUCTION PROJECT

Project: CALFire - HIGHWAY 108 NORTH FUEL BREAK

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 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.

the mastication process. Increase the forest health and resiliency of the Treatment Influence Zone (TIZ) and the larger Project Influence Zone (PIZ).

Office Space: Each district will be providing office space which will include a desk and access to phone, computer, internet, and printer.

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

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 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: CCRCD will provide project over site for Project, including project records and reporting, management of staffing, and accounting. Budget for CCRCD's Management.

Project Management - \$80,640

Bookkeeping - \$15,480

Mileage - \$3,744

Supplies - \$2,236

Total Costs Not To Exceed: \$102,100

Invoicing

CCRCD will provide support for CalFire invoicing, advances, and progress reports. The CCRCD will prepare monthly invoices including hours worked and a brief summary of activities completed. The CCRCD will collect a 10% administration fee for all CCRCD expenses listed above, not to exceed \$10,210. This is a pass through amount from the CalFire grant and will be invoiced separately to maintain proper grant records.

Communication

TCRCD will provide all pertinent information to CCRCD by email. Any hard copy documents or records will be kept at TCRCD office.

CCRCD and TCRCD will check in monthly to discuss the project and review progress in grant deliverables. CCRCD will provide a summary of the quarterly accomplishments.

The tasks and budget for Project are detailed in the CALFire Agreement #5GG20174 with TCRCD. Project details are outlined in the Grant Agreement.

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

Project: CALFire - Highway 108 North Fuel Break

Tuolumne County Resource Conservation District will work in partnership with Calaveras County Resource Conservation District to complete a 123-acre fuel break. The fuel break will be along Middle Camp Sugar Pine Road from Upper Twain Harte continuing towards Lyons Reservoir and will be 300' wide. This is a direct award grant offered by CalFire to the CCRCD. Submission is due March 15, but since this is a noncompetitive award, and the money is already allocated for the CalFire TCU, the approval is a mere formality. CEQA has been completed on this project, so it will be "shovel ready" when the contract is executed with CalFire.

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

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

There is no monetary component involved in this project between TCRCD and CCRCD. CCRCD merely needs access to properties within Tuolumne County to accomplish the grant tasks.

Printed Name

Invoicing

