

CALIFORNIA CONSERVATION CORPS
1719 24th Street, Sacramento, CA 95816
(916) 341-3112

CCC District: **Central**

SPONSOR AGREEMENT (CCC-96)
(Public / Governmental Entity)

This Agreement is made and entered into by and between the California Conservation Corps, State of California, hereinafter referred to as "CCC", and

Sponsor's Name: **El Dorado County, Department of Transportation**
hereinafter called "Sponsor":

WHEREAS, the CCC wishes to provide training in job skills and environmental education to young men and women of California through a program which includes projects in public service conservation work, and

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects, and

WHEREAS, the Sponsor shall provide opportunities for public use of project areas, and

WHEREAS, the CCC shall generally be engaged in projects which preserve, maintain and enhance environmentally important lands and waters, and

WHEREAS, the CCC shall accomplish useful and needed public works projects in both urban and rural areas, and

WHEREAS, the CCC may execute contracts for furnishing the services of the Corps to any federal, state, or local agency and any local or statewide private organization concerned with the objectives of the Corps, and

WHEREAS, the CCC may be reimbursed by the federal government, any state or local public agency, or any private organization for actual expenses incurred by the Corps for any project.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

- A. The Sponsor shall submit a list of proposed projects to the CCC. By doing so, with reference to any such proposals subsequently approved by the District Director, CCC, Sponsor agrees to:
1. Pay all negotiated costs directly related to and necessitated by such projects. This may include, but is not limited to, reimbursement for CCC labor at the CCCs current fiscal year rate or at a negotiated rate on such projects. In the event that reimbursement is negotiated, further documentation will be necessary.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals and permits required by any other state, federal, or local agency necessary to commence construction or operation of such projects.

4. Obtain any clearances and meet any other requirements of trade unions or other labor organizations occasioned by the participation of the CCC in such projects.
 5. When necessary, provide acceptable temporary living facilities for the duration of any such projects located more than one hour's driving time from a CCC base center for CCC personnel actually engaged in working on such projects.
 6. Hold an orientation meeting with CCC personnel at the commencement of such projects to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of such projects.
 7. Present or arrange for an additional educational program or training opportunity at the CCC base center or project site. This presentation may have emphasis on the history of the project site or area, the public benefit to be derived from this or a similar project, the relationship of such projects to resources or wildlife management, or similar subjects.
- B. The CCC shall select, from proposals submitted by the Sponsor, those projects meeting the priorities and resources of the CCC, as well as meeting the legislatively mandated criteria. The CCC shall submit to the Sponsor, evaluations setting forth any special requirements or conditions occasioned thereby. By so doing, with reference to any such evaluations subsequently approved by Sponsor, the CCC agrees to provide labor, crew supervision, transportation (if within one hour's driving time by two-wheel drive vehicle from the nearest CCC base center), food and such tools as the CCC Project Coordinator determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects will be scheduled in accordance with the priorities and resources of the CCC.
- C. In accordance with Section 14304 of the Public Resources Code, CCC projects shall be directed toward providing opportunities to the public for the use of these natural resources and environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. Projects shall be undertaken in both urban and rural areas, shall be selected on the basis of the environmental and natural resource benefits each offers, the opportunities for public use each offers, and the on-the-job training value of each.
- D. The Sponsor recognizes that the CCC exists under a legislative mandate to act under the direction and control of the State Office of Emergency Services, Department of Forestry and other agencies to assist the people of the State of California in times of emergencies arising from fire, flood, wind, and other natural or man-caused disasters and emergencies.

Projects will be performed within the rules and regulations of the CCC, which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

The Sponsor further recognizes that the resources of the CCC are limited, and the public service conservation work of the CCC may be altered in priority from time to time. The parties agree that delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs. Sponsors contracting with the CCC for emergency services may be required to reimburse exceptional costs; e.g., overtime.

- E. Work performed under this Agreement will be under the immediate supervision of the CCC officials. The Sponsor will provide such supervision, technical assistance, guidance and inspection as it considers necessary to properly complete the work.

- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of the Sponsor.
- G. Permission to camp and perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff, or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.
- H. Upon completion of each project, or any phase thereof, permission is hereby granted to the CCC to place upon the project site a sign or emblem, consistent in size and design to its surroundings, indicating the participation of the CCC and the year thereof.
- I. The CCC and Sponsor each agree to indemnify and hold harmless the other, its officers, agents and employees from any and all claims, or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this Agreement.

The State of California has elected to cover for its motor vehicle and general liability exposures through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be submitted to the State Board of Control (headquarters office: 630 K Street, Sacramento, California 95814; government claims division: P.O. Box 3035, Sacramento, California 95812-3035) in accordance with the California Government Code provisions and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the California Conservation Corps, motor vehicle liability claims may be forwarded to the California Department of General Services, Office of Risk and Insurance Management (hereinafter referred to as "ORIM"), Claims Unit, 1325 J Street, Suite 1800, Sacramento, California 95814. It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the California Conservation Corps of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy and currency of addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the California Conservation Corps is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for State employees, as required by the California Labor Code.

- J. Neither party may assign this contract or any interest therein without the written consent of the other party.
- K. All contracts relating to the construction or operation of the project, including those executed following completion of the project, shall contain a clause prohibiting discrimination against any employee or employee applicant engaged in project work or project operation, on the basis of race, religion, sex, color, ancestry, age, physical handicap or national origin. Such clause shall include all aspects of employer-employee and employer-employee applicant relations.

- L. Subject to provisions herein, all remedies allowed by law are available to either party for enforcement of this contract. Any waiver of rights by either party or any matter relating to this contract shall not be deemed to be a waiver on any other matter relating to this contract.
- M. If any part of this contract is found to be invalid the remainder of the contract shall continue in effect.
- N. This contract may be modified by mutual written agreement of the parties.
- O. This Agreement shall remain in effect unless terminated upon sixty (60) days written notice from either party to the other.
- P. No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit. (Applicable only if Sponsor is an agency of the United States Government).

[A] SPONSOR INFORMATION

Agreement #:		Agency Code: 30009		Index #: 6619	
Sponsor Name: El Dorado County		Sponsor Department:		Department of Transportation	
Address: 924 "B" Emerald Bay Road					
City: So. Lake Tahoe	County: El Dorado	State: California	ZIP: 96150		
Contact Person: Brendan Ferry			Phone: (530) 573-7905		

[B] SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties have agreed to the conditions of this Agreement as of the date shown below.			
		Print	Sign
Sponsor Representative:			Date:
District Director:			Date:

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