

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

ORIGINAL

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: County of El Dorado
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 project proposals on a form provided by CCC. By so doing, with reference to any such proposals subsequently approved by the District Director, CCC, Sponsor agrees to:
1. Pay for all negotiated costs directly related to and necessitated by such projects. This may include, but not be limited to, reimbursement for CCC labor at the CCC's 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 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 #: 619	
Sponsor Name: County of El Dorado			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:

[A] PROJECT DATA		Center Code: 619 TAHOE
Project/Work Code: R-11-5582	Location Code:	
		ARRA Funding: N
Contract: - -		Resource Category: COS
Project Title: EL DORADO COUNTY DOT		
Project Description: The CCC will assist the County of El Dorado, Department of Transportation with a variety of projects including, but not limited to, revegetation work, drainage maintenance, including clearing drainage channels, tree removal, erosion control work, and miscellaneous work at various locations in the County of El Dorado. CCC crews shall use a variety of revegetation and erosion control treatment methods and materials, including replanting of native plants, erosion control fabrics and devices, straw wattles, will ...		

[B] SPONSOR INFORMATION

Agency Code: 30009	Sponsoring Agency: CO OF EL DORADO	Address: 924B EMERALD BAY RD.	
City: S LAKE TAHOE	State: CA	ZIP: 96150-	
Sponsor Representative: CRAIG MCKIBBIN		Title: DEPUTY DIRECTOR	Phone: (530) 621-5914
Technical Supervisor: BRENDAN FERRY		Title: SENIOR PLANNER	Phone: (530) 573-7905

[C] EMERGENCY RESPONSE INFORMATION

CDF Incident # -	Request # -	OES # -	HQ Ref. # -
CCC Index #	Corpsmember Overtime Pay Serial #		

[D] ESTIMATE INFORMATION

Hours: 23529.41
Start Date: 07/01/2011

[E] WORKSITE INFORMATION

Directions to Worksite Location: Project sites are at various locations in the County of El Dorado.		
ZIP: 96150-	County Code: 09	County: EL DORADO

[F] FOR HQ USE ONLY

DYLAN THOMAS 05/17/2011, 7:35am

Received:	Logged:	Verified:
Analyst:	Entered:	Checked:

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 1.50 Hrs.
 Sponsor will provide geographical information pertaining to the scope of work.

CCC: The CCC will be doing the following work/learn activities. Length of time scheduled: 1.50 Hrs.
 C-1 will educate corpsmembers about the scope of work and its relation to various career paths, through mentoring and hands on training.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:
 Technical training, all materials and supplies, specialized tools, and technical site supervision.

To be supplied by CCC:
 Crew supervision, crew transportation, standard project tools, and personal safety items.

Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES
 (Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. RATING: 1
 CCC will be Planting and Watering under an erosion control objective. Public roadway erosion control has an indirect effect on natural waterways.

Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc. RATING: 3
 CCC will be maintaining DOT public roadways which will provide increased safety and reduce maintenance costs for millions of people each year.

Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 2
 Corpsmembers will be trained in various areas that will be useful in the further development of their careers. These areas include but are not limit

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:			
<ul style="list-style-type: none"> ▪ A Sponsor Agreement (CCC 96) is on file at Headquarters. ▪ If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters. ▪ If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ. ▪ If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ. ▪ The project conforms to CCC's Injury and Illness Prevention Program (IIPP) 			
Project Coordinator:	Print	Sign	Date:
DYLAN THOMAS			
Center Director:			

THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:			
<ul style="list-style-type: none"> ▪ If there are hazardous materials present, the sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite 			
OR			
<ul style="list-style-type: none"> ▪ To the best knowledge of the sponsor, the worksite is free of any known hazardous materials. 			
AND			
<ul style="list-style-type: none"> ▪ That all applicable local, state, and federal permits, approvals, and clearances have been obtained. 			
Sponsor Representative:	Print	Sign	Date:

Project Description: (cont.)

plants, erosion control fabrics and devices, straw wattles, willow wattles, seed, mulching, sod, rock, channel clearing, and miscellaneous grading. DOT shall supply all materials, technical supervision, and the schedule for the CCC work.

LEGISLATIVE MANDATE - Corpsmember Skills: (cont.)

further development of their careers. These areas include but are not limited to; road closure and highway safety, techniques in landscaping, construction, heavy equipment operation-chipper, erosion control methods, chain saw, weed eater, various hand tools. Corsmembers will be held accountable for the maintenance and proper usage of said equipment.

Field Operations Database System Ver: 2.8.5 (05/02/2011)

Agreement # _____
 (CCC Contract Officer Assigns)

Index# **619**

CCC Work Code: **R-11-5582**
 (Center Project Manager Assigns)

A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:
 See CCC-58: Project Evaluation Form for details.

EI Dorado County DOT

(Check box and complete reverse if multi-year)

FIRST YEAR FISCAL DISPLAY FY 07/01/11-06/30/12

B) The term of this agreement shall be:
 FROM: 07/01/11
 TO: 12/31/14

LABOR	Hours	Rate/Hr	Totals
CM Regular Time:	6,824	\$ 17.00	\$ 116,008.00
CM Overtime:		\$	\$
Performance-Based Labor:			\$
Staff BILLABLE Regular Time :			\$
Staff Overtime :			\$
EXPENSES			
Equipment:			\$
Tools:			\$
Materials:			\$
Vehicle Operations:			\$
Consulting:			\$
Other:			\$
See Section D. TOTAL:			\$ 116,008.00

C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Display.

NOTE TO SPONSOR:
 Budget detail will not be provided on performance based contracts.

D) The total amount payable by Sponsor to CCC under this agreement shall not exceed:..... \$ **400,000.00**

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation in triplicate to sponsor
 Monthly Quarterly At end of contract
 Sponsor agrees to pay CCC within 50 days from receipt of bill. **Negotiated Advanced Payments \$**

Sponsor Organization:		STATE OF CALIFORNIA	
Organization:	EI Dorado County DOT	California Conservation Corps	
Date:	/ /	Date:	
Signature:		Signature:	
Print:		Print:	
Title:		Title:	
SPONSOR MAILING ADDRESS		CCC DISTRICT VERIFICATION	
924B Emerald Bay Rd. South Lake Tahoe, CA 96150		Conservation Supervisor _____	
SPONSOR BILLING ADDRESS:		FORWARD PAYMENTS TO:	
924B Emerald Bay Rd. South Lake Tahoe, CA 96150		California Conservation Corps Accounting/Receivables 1719 24th Street, Sacramento, CA 95816	

- Second Fiscal Year 12/13

FROM: 07/01/12
 TO: 06/30/13

LABOR	Hours	Rate/Hr	Totals
CM Regular Time:	6,824	\$ 17.00	\$ 116,008.00
CM Overtime:		\$	\$ 0.00
Performance Contract Labor:			\$
Staff BILLABLE Regular Time Total:			\$
Staff Overtime Total:			\$
EXPENSES			
Equipment:			\$
Tools:			\$
Materials:			\$
Vehicle Operations:			\$
Consulting:			\$
Other:			\$
See Section D. TOTAL:			\$ 116,008.00
Negotiated Advance Payments:			\$

- Third Fiscal Year 13/14

FROM: 07/01/13
 TO: 06/30/14

LABOR	Hours	Rate/Hr	Totals
CM Regular Time:	6,824	\$ 17.00	\$ 116,008.00
CM Overtime:		\$	\$ 0.00
Performance Contract Labor:			\$
Staff BILLABLE Regular Time Total:			\$
Staff Overtime Total:			\$
EXPENSES			
Equipment:			\$
Tools:			\$
Materials:			\$
Vehicle Operations:			\$
Consulting:			\$
Other:			\$
See Section D. TOTAL:			\$ 116,008.00
Negotiated Advance Payments:			\$

- Fourth Fiscal Year 14/15

FROM: 07/01/14
 TO: 12/31/14

LABOR	Hours	Rate/Hr	Totals
CM Regular Time:	3,057.41	\$ 17.00	\$ 51,976.00
CM Overtime:		\$	\$ 0.00
Performance Contract Labor:			\$
Staff BILLABLE Regular Time Total:			\$
Staff Overtime Total:			\$
EXPENSES			
Equipment:			\$
Tools:			\$
Materials:			\$
Vehicle Operations:			\$
Consulting:			\$
Other:			\$
See Section D. TOTAL:			\$ 51,976.00
Negotiated Advance Payments:			\$