



CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT
PO Box 1041 • 423 E. St Charles St. • San Andreas, CA 95249
info@CalaverasRCD.org

INDEPENDENT CONTRACTOR AGREEMENT

Between

Calaveras County Resource Conservation District (CCRCD)

And

XXX (COMPANY)

Located at Address

For: Murphys-To-Forest Meadows WUI Fuel Break
Grant Agreement # 5GG19147
Grantor: CAL FIRE and California Climate Initiative
Fiscal Agent: Calaveras County Resource Conservation District (CCRCD)

THIS CONTRACT AGREEMENT is made and entered into this _____ day of _____, 20xx by:

Party 1: Calaveras County Resource Conservation District (CCRCD), a California Special District located at 423 East St. Charles Street, San Andreas, CA 95249.

and

Party 2: XXX (herein after referred to as COMPANY) located at address;

RECITALS

1. The CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT (CCRCD), a California Special District desires to enter into an Independent Contractor Agreement with XXX, an Independent Contractor for the performance of specified services on behalf of CCRCD.
2. XXX represents that it has or will comply with all local, state, and federal laws regarding any necessary permits and licenses that may be required to perform the services as an independent contractor, pursuant to this Agreement.
3. In consideration of the mutual promises contained herein, CCRCD and XXX agree to the following:

SERVICES AND OBLIGATIONS OF XXX

4. The period of this Agreement shall be from xxx _____ 20xx, until March 15, 2024 or until the defined work is completed and approved by CCRCD and CAL FIRE, whichever comes first, or, upon ten (10) working days following written notice.
5. XXX understands the request is for tasks detailed in Section Three: Scope of Services and Proposed Schedule, described in “**Exhibit A, Request for Proposal**”.
 - a. XXX will be solely responsible for determining the means and methods for performing the services described herein. XXX shall not assign this Agreement; any attempt to do so shall be void and have no effect. All of the XXX’S activities will be at its own risk and XXX is hereby given notice of responsibility for arrangement to guard against physical, financial and other risks as appropriate. XXX shall observe and abide by all applicable laws, regulations and stipulations including but not limited to those of CCRCD. XXX agrees to perform the services with a standard of professional care, skill and diligence normally provided in the performance of similar services.
 - b. Except as specifically authorized by CCRCD in writing, information and other data developed or acquired by or furnished to XXX in the performance of this agreement shall be used only in connection with services provided to CCRCD and shall become and be retained as the property of CCRCD.
6. XXX agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of CCRCD. All of the services required hereunder shall be performed by XXX or under its direction and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them.
7. Upon satisfactory performance of services under this Agreement, CCRCD shall pay XXX amounts as set forth in “**Exhibit B, Payment Schedule**”.
 - a. XXX shall provide invoices no more frequently than twice monthly based on number of acres completed and the total amount for the billing period validated by the Contract Officer Representative (COR).
 - b. Total compensation for services shall not exceed \$xxxxx. XXX’s reimbursement requests shall be in the form of itemized invoices provided to the Project Administrator.
 - c. Payment of said invoices shall not be past due until sixty (60) days after CCRCD has approved such invoices.
 - d. This Fire Prevention Grant is funded by Cap-and-Trade auction proceeds appropriated by the California Legislature to the CAL FIRE, who is responsible for administering the funds allocated from the California Climate Investments (CCI) program. To assure accountability and transparency, CAL FIRE must collect and report data defining the benefits from these investments. To meet this requirement, each invoice submitted to CCRCD by XXX must include the job classes, number of jobs provided, total hours worked, and average hourly wages paid in the performance of this project. A completed report form (see “**Exhibit C, Job Reporting Form**”) will be a requirement for release of invoice payments.
8. XXX shall commence the performance of its services under this Agreement upon signing this agreement and shall diligently proceed therewith in accordance with the mutually agreed upon work schedule as defined in “**Exhibit D, Work Schedule**”.

9. XXX guarantees that it will complete all defined tasks during the term of this Agreement. XXX shall immediately notify the Project Administrator of any expected delay in performance of scheduled services. However, XXX shall not be liable for delays in performance beyond XXX's reasonable control. Both parties agree to maintain close communication throughout the duration of the project.
10. XXX understands and acknowledges that CCRCD may suffer damages as a result of XXX's tardiness in performance of its services under this Agreement. XXX, therefore, agrees to give CCRCD or its designated representative as much notice as practical of any foreseeable delay in the completion of XXX's services. XXX further agrees to indemnify CCRCD for any damages suffered by CCRCD because of XXX's failure to perform its services in accordance with said work schedule when delays result from XXX's negligence.
11. XXX agrees to indemnify, defend and hold harmless CCRCD from any claim or liability of any nature whatsoever caused by any willful or negligent act or omission of XXX, its agents, or employees, resulting from, arising out of, or in any way connected with XXX's performance of services required by this Agreement. CCRCD reserves the right to retain its own counsel in the event both parties are named in a lawsuit.
12. Documents and photographs shall become the property of both parties upon completion of the Project or upon termination of this Agreement for any reason. Upon termination, all information collected, work product and documents shall be made available to either/both Party(ies) upon request. The use of documents by either/both Party(ies) is limited to the purpose for which they were prepared as they relate to the terms and conditions of this Agreement.
13. XXX, at its sole cost and expense, shall maintain the following insurance:
 - a. Workers Compensation Insurance with statutory limits (not less than \$1,000,000 per occurrence);
 - b. A general Liability Insurance policy (not less than \$1,000,000 for personal injury and property damages per occurrence);
 - c. Business Auto Liability Insurance (not less than \$1,000,000 combined single limit for bodily injury and property damages covering all vehicles including hired cars, owned and non-owned vehicles);
 - d. XXX shall add CCRCD to said insurance policies named as "additionally insured" and provide CCRCD with proof of insurance certificates for all insurance policies throughout the full duration of this Agreement.

14. XXX Employees and Agents

It is expressly understood and agreed that XXX is and shall be deemed to be an independent contractor for all purposes. CCRCD shall have no responsibility with respect to XXX's employees or agents, nor any control over them. XXX agrees to comply with all federal and state wage and hour laws, unemployment insurance laws, workers' compensation laws, executive orders, OSHA and labor laws, and further agrees to indemnify and hold harmless CCRCD from any claim or violation of any such laws and any and all other claims arising from or asserted in connection with the performance by XXX under this agreement.

15. Failure to Perform:

- a. In order to insure faithful performance of this agreement and to reimburse CCRCD for any loss or damages suffered by reason of XXX's failure to perform in full or in part, CCRCD shall have the right to withhold monies due XXX, a sum or sums sufficient to cover, in the judgement of CCRCD, such loss, damage or failure. In the event that CCRCD does withhold said sum or sums, CCRCD shall, in writing, notify XXX stating specifically the terms in which XXX is deficient so that XXX may, if possible, cure the deficiencies and obtain a release of the withheld sums. If, within ten (10) days after written notice, XXX has not cured the deficiencies, then CCRCD is expressly given the right by XXX to take possession of project documents, data, reports, maps, and information and to remedy the problem by hiring other resources to complete the project. XXX expressly agrees to provide all project materials to CCRCD and to abide by CCRCD's decision. XXX also agrees to accept payment for such work as has been completed to CCRCD's satisfaction and to reimburse CCRCD for any additional cost in excess of the contract price hereunder incurred by CCRCD in completing the work.
- b. In the event XXX shall fail to comply with each and every term and condition of this Agreement to be kept and performed by it, and in the event such default shall not be remedied within ten (10) days after written notice thereof by CCRCD to XXX, then and in such event, CCRCD shall have the right to terminate this agreement and it thereafter shall be of no further force or effect. The remedy provided in this section shall be provided for in addition to any and all other remedies by law or this Agreement.
- c. CCRCD shall compensate XXX for CAL FIRE Grant 5GG19147 work assigned that is satisfactorily completed using the rates defined in "Exhibit B, Payment Schedule". XXX agrees and understands that all or a portion of assigned work payments may be withheld from payment for reasons detailed in item #15 "Failure to Perform".

THIS AGREEMENT is hereby entered into on the day and year first above written;

XXX Authorized Representative

Date

Gordon Long
Executive Director
Calaveras County Resource Conservation District (CCRCD)

Date

Attachments:

- Exhibit A. Request for Proposal
- Exhibit B. Payment Schedule
- Exhibit C. Job Reporting Form
- Exhibit D. Work Schedule
- Exhibit E. Proof of Insurance Certificates
- Exhibit F. XXX Bid

SAMPLE