

**AGREEMENT NO. \_\_\_\_\_**

**AGREEMENT BETWEEN THE COUNTY OF YOLO  
AND THE CACHE CREEK CONSERVANCY  
FOR CONSERVATION PROJECT AND PLANNING SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo (“County”), a political subdivision of the State of California, and the Cache Creek Conservancy (“CCC”), a nonprofit public benefit corporation.

**RECITALS**

**WHEREAS**, County has jurisdiction over zoning, planning, and land use matters within the unincorporated territory of the County of Yolo, and it has adopted various regulations (“Conservation Regulations”) set forth in Chapter 10 of the Yolo County Code for the purpose of minimizing erosion from development projects permitted within County’s jurisdiction; and oversees the implementation of the Cache Creek Resource Management Plan (“CCRMP”) and Cache Creek Improvement Program (“CCIP”) with various programs for bank stabilization, riparian restoration, conservation of biodiversity, and invasive species management; and operation and maintenance of public properties.

**WHEREAS**, CCC is a nonprofit, public benefit corporation formed in 1995 with primary goals to implement projects, provide environmental education, hold conservation easements and manage land for wildlife habitat and whose specific purpose as chartered is to promote and facilitate the restoration, enhancement and wise management of natural vegetation and wildlife habitat along Cache Creek; and

**WHEREAS**, CCC has assisted the County with implementation of County conservation projects and plans by providing planning, design and implementation services for on-ground conservation and restoration work for which CCC has unique expertise, capabilities and equipment pursuant to Agreement No. 10-74, as amended; and

**WHEREAS**, CCC is willing, and County wishes to continue to retain CCC, to assist County with such conservation project and planning services; and

**WHEREAS**, CCC is specifically skilled and staffed to provide services of grant writing, landscape ecology and design, conservation and restoration project permitting and planning, native plant restoration planning, implementation of restoration plans, vegetation and wildlife monitoring, vegetation management and weed control, field and stream soil conservation techniques, and bioengineering; and

**WHEREAS**, CCC is also willing, and County also wishes to retain CCC, to develop and make available watershed educational materials and present watershed education programs to foster an informed and knowledgeable community and to conduct limited watershed monitoring to facilitate a better understanding of how County’s watersheds function and support natural

habitats; and

**WHEREAS**, the purpose of this Agreement is to establish the updated terms that will apply to the provision of services by CCC to the County for the mutual benefit of both parties;

**NOW, THEREFORE**, County hereby engages the services of CCC, and CCC agrees to serve County in accordance with the terms and conditions set forth herein.

### **AGREEMENT**

1. **Term of the Agreement.** The term of this Agreement shall commence as of the Effective Date and shall expire on June 30, 2029, unless earlier terminated in accordance with Paragraph 8 (Termination for Cause) or Paragraph 9 (Termination for Convenience); except that the obligations of CCC to County under Paragraph 7 (Indemnification) shall continue in full force and effect after termination in relation to acts or omissions occurring during the term of the Agreement, and the obligations of CCC to County shall also continue after termination in relation to the obligations prescribed by Paragraph 14 (Confidentiality) and Paragraph 19 (Access to Records/Retention). In addition, the County's Director of Community Services or the Director's designee ("Contract Manager") may authorize extensions of this Agreement in writing with CCC's consent to such extensions for up to three additional five-year terms.

2. **Scope of Services.**

(a) CCC shall provide County those services set forth in Exhibit A, attached hereto and incorporated by reference herein, on a project-by-project basis as may be requested by the "Contract Manager

(b) Specific projects or task will be assigned to CCC by the Contract Manager through issuance of Work Proposals/Task Orders. After a project to be performed under this Agreement is identified by the County, the Contract Manager will prepare a draft Work Proposal/Task Order; less the cost estimate. A draft Work Proposal/Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Work Proposal/Task Order will be delivered to CCC for review. CCC shall return the draft Work Proposal/Task Order within thirty (30) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Work Proposal/Task Order shall be signed by both the Contract Manager and CCC. A Work Proposal/Task Order is of no force or effect until executed by the Contract Manager. No expenditures are authorized on a project and work shall not commence until a Work Proposal/Task Order for that project has been executed by the Contract Manager. The County's current Work Proposal/Task Order template is attached hereto as Exhibit B.

(c) CCC acknowledges that County may also contract with other parties for the provision of these services, and this Agreement does not give CCC an exclusive right to perform such services for County.

### 3. **Compensation.**

(a) Rates. In consideration of CCC's satisfactory performance of the services described in Exhibit A in the reasonable discretion of the Contract Manager, County shall pay CCC for CCC personnel time in accordance with the CCC's schedule of billable rates adopted annually by the CCC Board of Directors. The current schedule of billable rates is attached as Exhibit C hereto, and is incorporated herein by this reference. Any amendment to the schedule attached as Exhibit C shall be deemed effective upon the July 1<sup>st</sup> following CCC's delivery of the amended rate schedule to County, provided that the amended schedule does not increase billable rates by more than five percent annually.

(b) Expenses. County will reimburse travel and direct expenses that, in the reasonable discretion of the Contract Manager, are justifiably related to the requested services.

(c) Annual Cap. The compensation to be paid by County for all work (including reimbursement of related expenses) performed by CCC under this Agreement shall not exceed \$500,000 per County fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). In the event that County or CCC determine that this annual cap may be exceeded in a fiscal year, the parties shall cooperate in good faith to prepare and seek approval of a written amendment to this provision to increase the annual cap for that particular year. Nothing in this provision, however, requires the County to agree to an amendment that is requested by CCC without good cause in the reasonable discretion of the Contract Manager.

4. **Method of Payment.** All compensation shall be made only upon presentation by CCC to County of an itemized billing invoice in a form acceptable to the Yolo County Auditor which indicates, at a minimum, CCC's name, address, Taxpayer Identification Number, the County agreement number for this Agreement, the month for which compensation is sought, and the amount owed. Each invoice shall also include a description of the tasks engaged in and/or completed during the month billed, the persons performing the work, and the positions held and number of hours worked by such persons. This summary description shall be in addition to any project accounting records maintained by CCC pursuant to Exhibit A and approved Work Proposals/Task Orders. CCC shall submit such invoices no more often than monthly to the Contract Manager. If the Contract Manager has any concerns with an invoice, they shall advise CCC of those concerns in writing within fifteen (15) calendar days of receiving such invoice. The parties shall then work cooperatively and expeditiously to resolve those concerns prior to the submission of the invoice to the Yolo County Auditor for review and payment. After review and approval, the Contract Manager shall submit the invoices for payment to the Yolo County Auditor no later than fifteen (15) calendar days following receipt or the resolution of all concerns, whichever is later, and the Auditor shall remit payment to CCC within thirty (30) calendar days after receiving an invoice from the Contract Manager.

5. **Independent Contractor.** CCC shall perform all services covered by this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer of or with the County. CCC and its officers, agents and employees are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. CCC shall, at CCC's own risk and expense, determine the method and manner by which duties undertaken by CCC under this Agreement shall be performed; provided, however, that County may monitor the

work performed by CCC. County shall not deduct or withhold any amounts whatsoever from the compensation paid to CCC, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CCC shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CCC, including the agents, contractors, or employees of CCC, shall be the sole providers of the services required by this Agreement except where expressly authorized by the Contract Manager. Because the services to be performed by CCC under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CCC.

7. **Hold Harmless/Indemnification.**

(a) In General. To the full extent permitted by law, CCC and County shall each defend, indemnify and hold harmless each other as well as their respective elected officials, officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorneys' fees, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege. In providing any defense under this Paragraph, the party obligated to provide such defense shall use counsel reasonably acceptable to the other party.

(b) Employee Character and Fitness. CCC accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CCC under this Agreement. Notwithstanding anything to the contrary in this Paragraph, CCC shall defend, indemnify, and hold County and its elected officials, officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CCC's actions in this regard.

8. **Termination for Cause.** If either party should fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within twenty (20) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices).

9. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such

termination may be effected by County unless an opportunity for consultation regarding the reason(s) for termination, if any, is provided by County to CCC prior to the effective date of the termination.

10. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause under Paragraph 8 (Termination for Cause) or termination for the convenience of a party under Paragraph 9 (Termination for Convenience), all finished or unfinished documents and other materials, if any, at the option of County, become the property of County and CCC shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CCC shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Agreement by CCC whether or not the Agreement was terminated for convenience or cause, and County may withhold any payments not yet made to CCC for purpose of setoff until such time as the exact amount of damages due to County from CCC is determined.

11. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

12. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

County

County of Yolo  
Attn: General Services Director  
120 West Main Street, Suite C  
Woodland, CA 95695

CCC

Cache Creek Conservancy  
Attn: Executive Director  
P.O. Box 8249  
Woodland, CA 95776-8249

13. **Non-Discrimination.** CCC certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or

privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

14. **Confidentiality.** Confidential information is defined as all information disclosed to CCC in confidence which relates to County's past, present, and future activities, as well as activities under this Agreement. Except to the extent otherwise required by law, CCC shall hold all such information as CCC may receive, if any, with the same degree of trust and confidence as if such records were confidential records of CCC, except as otherwise authorized the Contract Manager. Upon cancellation or expiration of this Agreement, CCC shall return to County all written and descriptive matter which contains any such confidential information, except that CCC may retain for its files a copy of CCC's work product which, except to the extent otherwise required by law, shall be maintained as a confidential CCC file unless such product has been made available to the public by County.

15. **No Assignments or Subcontracts.** A consideration of this Agreement is the specialized knowledge and resources of CCC; therefore, CCC shall not assign any interest in this Agreement or subcontract any of the services CCC is to perform hereunder without the prior written consent of the County, which shall not be unreasonably withheld. The inability of the assignee or subcontractor to provide personnel equivalent in experience, expertise, and numbers to those provided by CCC, or to perform any of the remaining services required under this Agreement within the same time frame required of CCC shall be deemed to be reasonable grounds for County to withhold its consent to assignment. For purposes of this subparagraph, the consent of County may be given by its Contract Manager.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only County, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A. Failure of CCC to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. **Venue.** This Agreement is made in Yolo County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Yolo. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Yolo County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration of any dispute arising under this Agreement.

18. **Compliance with Laws; Prevailing Wage Compliance.** CCC shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. CCC is further aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the

payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. CCC understands that the scope of services to be provided includes such public works and maintenance projects subject to the Prevailing Wage Laws except to the extent the services are performed by volunteers exempt from the prevailing wage requirements pursuant to Labor Code section 1720. Accordingly, CCC agrees to fully comply with such Prevailing Wage Laws to the extent applicable on each task or work proposal assigned to CCC pursuant to this Agreement. It is CCC’s sole responsibility to determine if the volunteer exemption applies for any volunteers it may use to perform services pursuant to this Agreement. This Agreement may also be subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CCC’s sole responsibility to comply with all applicable registration and labor compliance requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5, 1771.1. Any stop orders issued by the Department of Industrial Relations against CCC that affect CCC’s performance of services, including any delay, shall be CCC’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CCC-caused delay and shall not be compensable by the County.

19. **Access to Records/Retention.** County, any federal, state or local grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CCC which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CCC shall maintain all required records for at least five (5) years after County makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. The County recognizes and agrees that nothing in this Agreement creates any greater right of access to records of a potential subcontractor under this Agreement than may exist under laws applicable to records disclosure at the time of any future request for access.

20. **Authority to Contract.** CCC and County each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform the activities under this Agreement.

21. **Insurance Requirements.** During the term of this Agreement, CCC shall at all times maintain, at its expense, the coverages and requirements outlined in Exhibit D attached hereto, and incorporated herein by this reference.

22. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

23. **Attorneys’ Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney’s fees incurred in connection with such action.

24. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any

court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the County and CCC with regard to the services described in Exhibit A, and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the Effective Date.

**CACHE CREEK CONSERVANCY**

**COUNTY OF YOLO**

\_\_\_\_\_  
Jim Smith, Chair  
Board of Directors

\_\_\_\_\_  
Mary Vixie Sandy  
Chair, Yolo County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:  
Sheila Pratt, Executive Director  
Cache Creek Conservancy

APPROVED AS TO FORM:  
Philip J. Pogledich, County Counsel

\_\_\_\_\_

  
\_\_\_\_\_  
Kimberly Hood, Chief Ast. County Counsel

## **EXHIBIT A: SCOPE OF SERVICES**

The CCC shall provide the following services to County as needed under the terms of the Agreement to which this document is attached. These services provide planning, design, and implementation for on-ground conservation and restoration work and include an environmental education component.

- Landscape ecology and design
- Operation and maintenance of public properties in and along Cache Creek
- Habitat restoration project planning, design, permitting and implementation
- Vegetation and wildlife monitoring, invasive species removal/eradication
- Vegetation management and invasive plant species control
- Watershed clean ups, volunteer coordination, event planning
- Field and stream soil conservation techniques
- Bioengineering for stream bank stabilization and project implementation
- Development of pilot programs and projects, consistent with the CCRMP/CCIP
- Development and implementation of environmental and cultural education and interpretation programs, presentations
- Assistance with grant writing

**EXHIBIT B: WORK PROPOSAL/TASK ORDER FORM TEMPLATE**

**WORK PROPOSAL / TASK ORDER FORM**

**To:**

**From:**

**Project Name:**

**Scope of Services:**

**Expected Results / Deliverables:**

**Period of Performance:**

**Project Schedule:**

**Total Cost:**

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Task Order # \_\_\_ between the County of Yolo and the Cache Creek Conservancy is hereby approved and issued pursuant to Yolo County Agreement No. xxx.

By: _____	By: _____
<name>	<name>
<title>	<title>
Cache Creek Conservancy	County of Yolo

Date: _____	Date: _____
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**EXHIBIT C: SCHEDULE OF BILLABLE RATES**

Rates for County Fiscal Year 2026:

<b>Position</b>	<b>Hourly Rate (\$)</b>

*Note: Pursuant to Paragraph 3(a), any amendment to the schedule listed above shall be deemed effective upon the July 1<sup>st</sup> following CCC's delivery of the amended rate schedule to County, provided that the amended schedule does not increase billable rates by more than five percent annually.*

## EXHIBIT D: INSURANCE REQUIREMENTS

(a) Prior to commencing any project under this Agreement, and at all times prior to the completion of each such project, CCC shall at all times maintain, at its expense, at least the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate, required only if any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under this Agreement. If not, then this requirement automatically does not apply.
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that CCC changes insurance carriers CCC shall purchase "tail" coverage covering the term of any project covered by this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that CCC changes to a new carrier prior to receipt of any payments due.

4. CCC shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Contract Manager (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of CCC, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the CCC'S insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by CCC's liability insurance policy.

10. CCC shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

(b) Prior to commencing services pursuant to this Agreement, CCC shall furnish the Contract Manager with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, CCC shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(c) During the term of this Agreement, CCC shall furnish the Contract Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, CCC shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.