

Conservation Corps North Bay

27 Larkspur Street, San Rafael, CA 94901

Agreement Between

Town of Fairfax
and

Conservation Corps North Bay

Job #9-01-866

THIS AGREEMENT is made and entered into as of October 8, 2009, by and between the **Town of Fairfax** hereinafter referred to as the "**Sponsor**" and **Conservation Corps North Bay**, hereinafter referred to as "**CCNB**".

WITNESSETH

A. Sponsor, in cooperation with the Ross Valley School District (the "District"), has applied for and received a grant from the Emig Trust to fund the relocation of an access trail on certain property (the "Project") owned by District in accordance with that certain Right of Entry and Project Memorandum of Understanding between Sponsor and District dated as of July 1, 2009 (the "MOU").

B. Sponsor wishes to retain CCNB to undertake the Project, on the terms and conditions below.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the Parties hereto agree as follows:

AGREEMENT

1. CCNB agrees to provide services to Sponsor as specified in the Scope of Work, attached hereto and incorporated herein, in return for which services the Sponsor agrees to pay CCNB time and materials as specified in the Scope of Work. Invoices will be submitted on a monthly basis or upon completion of work.
2. The Parties hereto hereby agree that CCNB is an independent contractor and neither it nor any of its employees as contemplated hereunder shall be deemed for purposes of this Agreement, or for any purpose, as employees of the Sponsor.

3. The Sponsor and CCNB agree that CCNB is solely responsible for the recruiting, training, and supervision of its employees in the manner in which they perform the project. The crew working on the Sponsor projects will be directly supervised by the CCNB through its Site Supervisors, Field Operations Coordinator, and Executive Director in coordination with District and Sponsor's onsite project manager.

4. CCNB agrees to indemnify, defend, and hold harmless the Sponsor, the District and their respective agents, officers, and employees, from all claims, liability, damages, suits, losses, costs, or expenses in law and equity (including costs of suit and expenses for legal services) arising out of bodily injury to or death of any person or damage to any property resulting from the operation of CCNB or any of its employees under this Agreement.

In connection, and without limitation to the foregoing, CCNB maintains on behalf of itself insurance for liability during the term of this Agreement in the amount of One Million Dollars (\$1,000,000.00) bodily injury and property damage combined single limit. CCNB will add Sponsor and District as additional insureds and furnish proof of said coverage to the Sponsor prior to commencing the Project.

5. CCNB further agrees to obtain and maintain in full force and effect during the term of this Agreement Worker's Compensation Insurance as is required by law and will furnish proof of said coverage prior to commencing the Project.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Marilee Eckert
Executive Director
Conservation Corps North Bay

Michael Rock
Town Manager
Town of Fairfax

CONTRACTORS LIC. #690064
27 Larkspur Street, San Rafael, CA 94901
and

Town of Fairfax Deer Park School Trail Project

Scope of Work

Conservation Corps North Bay will supply to the **Town of Fairfax** a supervised crew of Corps members to work on the following tasks in the area surrounding Deer Park School to begin on October 19th and run approximately one week:

- Flag out new trail corridor above existing trail.
- Remove vegetation from existing corridor. Cut vegetation will be bucked and stashed or chipped on site.
- Cut trail tread for new trail.
- If time and funding remains, the crew will install fencing to funnel visitors away from old trail sections and towards the new trail.

Fiscal Display

Charges are based on a labor rate and materials and equipment expenses as follows and as required: Dump truck, \$175; Extra vehicle, \$75 per day; brush cutting blades, \$10 each; poison oak protection, \$25 per suit; chipper, \$300 per day. Disposal costs are billed at cost plus 10% handling. The hourly labor rate is \$23 per Corps member hour and \$43.75 per Supervisor hour. A typical crew of **9 Corps members and 1 Supervisor is \$2,006.00 per day** plus expenses. Billing includes travel time to and from the CCNB Center.

Labor (3 days @ 9 cm's \$2,006.00, 1 day @ 8 cm's \$1,822.00)	\$7,840.00
Materials (Chains, etc.)	<u>\$160.00</u>
Total Cost:	\$8,000.00

Labor and services will be provided until total costs equal **Eight Thousand Dollars** or the scope of the work is completed, whichever comes first. .

Initials of CCNB Executive Director: _____ Date: _____

Initials of Town of Fairfax: _____ Date: _____