# Proposition 40 Fuels Management Program Memorandum between the Sierra Coordinated Resources Management Council And

Placer County Resource Conservation District

# MEMORANDUM OF UNDERSTANDING

#### Between

# Sierra Coordinated Resources Management Council And

# Placer County Resource Conservation District

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between Sierra Coordinated Resources Management Council, hereinafter referred to as "SCRMC", and the Placer County Resource Conservation District, hereinafter referred to as the "PCRCD".

## A. PURPOSE:

This MOU is for the purpose of PCRCD providing services to SCRMC in the areas of management and administration through cooperative partnerships and projects with other agencies and organizations under the provisions of the Joint Powers Act. The parties recognize the staffing and resource limitations of SCRMC to provide project management, fiscal oversight and administrative services necessary to carry out project goals and deliverables. As such, PCRCD will provide SCRMC with these services in the form of allocated staff time and other available resources to manage projects as needed or required. Both parties recognize that a coordinated and collaborative approach improves the effectiveness and efficiency in achieving SCRMC goals that benefit the constituents of Resource Conservation Districts and the conservation partnerships across the central Sierra Nevada region.

#### B. GENERAL PROVISIONS:

- Authorized representative(s) from SCRMC and PCRCD will meet or communicate as needed to review project requests and implementation requirements.
- 2. PCRCD will provide SCRMC an estimate of time and resources to be expended by staff to perform the services described in the projects brought forth. Upon mutual agreement, the PCRCD will work with the funding agency or partner to negotiate project management and administrative fees for its services consistent with the grant, contract, or other funding vehicle. Said fees will be consistent with the policies and procedures of PCRCD.
- 3. This MOU may be terminated by either party upon 30 days notice, in writing and delivered by certified mail or in person. Either party may amend this MOU only by written instrument signed by the duly authorized officials of both parties and referencing this MOU by parties and date of final signature. In the event of termination of PCRCD, PCRCD shall be able to seek fees for any unbilled work provided up to the time of termination.
- 4. SCRMC and PCRCD mutually agree to indemnify and hold harmless the other, including its officers, employees and agents from any and all claims, actions, judgments, losses, costs (including reasonable attorney fees) and damages whatsoever resulting from, or arising out of, the services provided in connection with this agreement.
- 5. The MOU will be reviewed annually or as needed by both parties.

### C. PRINCIPAL CONTACT:

PCRCD Contact	SCRMC Contact
Rick Gruen, District Manager	Al Hubbard, Chair
Placer County Resource Conservation District	Georgetown Divide Resource Conservation District
251 Auburn Ravine Road, Suite 107	100 Forni Road, Suite A
Auburn, CA 95603	Placerville, CA 95667
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.