

PARTNERSHIP AGREEMENT BETWEEN NORTH SANTA CLARA RESOURCE CONSERVATION DISTRICT AND STUDENT CONSERVATION ASSOCIATION, INC.

Effective Date: August 1, 2023

I. PARTIES

- North Santa Clara Resource Conservation District, formerly known as the Guadalupe-Coyote RCD (“DISTRICT”), an independent special district located in Santa Clara County and whose jurisdiction includes lands located within the ASSOCIATION.
- Student Conservation Association, Inc. (“ASSOCIATION”), a 501(c)3 nonprofit organization who provides hands-on environmental conservation programs for youths and adults.

II. PURPOSE

The Parties recognize the importance of natural resource conservation in addressing climate change and acknowledge the value in providing hands-on environmental conservation programs in furtherance of natural resource conservation goals and objectives. The DISTRICT is a sub-awardee on a University of California Climate Action 2023 Seed Grant to form a multi-institutional and interdisciplinary partnership to carry out integrated applied research and practical action looking at urban stream corridors as a system seeking climate resilience. It has reached out to the ASSOCIATION for assistance in filling the GRANT-funded community outreach coordinator position and the ASSOCIATION is interested in providing an intern (“INTERN”) to fill this position.

III. SCOPE OF WORK:

DISTRICT agrees to:

- Reimburse the ASSOCIATION for a maximum of \$22,500 per year for one (1) year for costs associated with the INTERN pursuant to the estimate (“ESTIMATE”) provided to the DISTRICT (EXHIBIT A: ESTIMATE).
- Provide ASSOCIATION with the option of receiving an advance of 25% (.25) of the maximum reimbursement upon execution of this Agreement.
- Provide the job description for the INTERN to aid in the ASSOCIATION’s recruitment efforts (EXHIBIT B: COMMUNITY OUTREACH COORDINATOR JOB DESCRIPTION).
- Provide direct supervision of the INTERN during placement.
- Provide travel reimbursement for the INTERN pursuant to DISTRICT policy.
- Provide basic personal protective equipment (PPE) for outreach and field work, such as gloves, masks, and testing kits.
- Provide access to their office for the INTERN to use.
- Provide access to a computer or tablet for use by the INTERN in completing their duties.
- Pay for printing expenses related to DISTRICT promotional information and outreach materials it expects the INTERN to distribute.

ASSOCIATION agrees to:

- Use due diligence to recruit and hire a qualified INTERN to perform the activities listed in the job description and grant proposal by November 6, 2023.

- Submit invoices in a timely manner to allow for the DISTRICT to obtain reimbursement from grant funds.
- Maintain workers' compensation coverage for the INTERN during placement with the DISTRICT.

IV. PAYMENT

ASSOCIATION is responsible for providing timely invoices to the DISTRICT to receive funding:

- Invoices to be submitted monthly.
- Invoices shall itemize number of hours and cost based upon the per-hour rate set forth in the GRANT budget (EXHIBIT C – YEAR ONE GRANT BUDGET). Supporting documentation will be provided if requested by the DISTRICT.
- Invoices are to be submitted electronically to Executive Director Stephanie Moreno at smoreno@gcrcd.org.

DISTRICT is responsible for providing payments to the ASSOCIATION in a timely manner:

- Invoice will be reviewed promptly, and ASSOCIATION will be notified if additional information consistent with the ESTIMATE (EXHIBIT A: ESTIMATE) is needed to process the payment by sending an email to Billing Coordinator Jason LaValley at jlaalley@thesca.org.
- Payment will be paid ACH or mailed within thirty (30) days of receiving all information needed to process the invoice. Payments by check will be mailed to 689 River Road, Charlestown, NH 03603

V. GENERAL PROVISIONS

Independent Entities. Each Party acknowledges that it will act within its separate authority and independent capacity in the performance of its respective functions under this AGREEMENT. Nothing in this AGREEMENT shall: a) be construed as obligating either Party to the delivery of services or to the expenditures of funds not outlined in the AGREEMENT; or b) create any third-party beneficiaries or otherwise confer any rights or remedies to any non-Party.

Assurances. The Parties agree to abide by all applicable Federal and State environmental laws and regulations, including but not limited to those relating to endangered species, clean water, and cultural and historic resources, in the performance of activities in this AGREEMENT.

Mutual Indemnification. DISTRICT agrees to indemnify, defend, and hold ASSOCIATION, agents, successors, and assigns harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them arising solely from DISTRICT's performance or failure to perform under this AGREEMENT. ASSOCIATION agrees to indemnify, defend, and hold DISTRICT harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them arising solely from ASSOCIATION's performance or failure to perform under this AGREEMENT.

Non-Discrimination Policy. Parties shall not discriminate against any person on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, religion, gender, gender identity or gender expression, age, physical and invisible disability, medical condition, marital status or pregnancy (as those terms are defined by the California Fair

Employment and Housing Act -- Government Code Section 12900-12996) in the performance of activities included in this AGREEMENT.

Information Sharing. In their shared efforts to implement the PROJECT, the Parties may elect to share with each other information that is in the public domain and considered non-confidential. ASSOCIATION agrees to mark any confidential or sensitive information that it may share with DISTRICT so that DISTRICT is aware of the confidential or sensitive nature of such information ("CONFIDENTIAL INFORMATION"). Parties acknowledge that as public agencies they are subject to the California Public Records Act ("CPRA"), and may be required to disclose CONFIDENTIAL INFORMATION that is provided to them through this AGREEMENT if a request is made that is not otherwise subject to exemption under State law. Notwithstanding the foregoing, the Parties will provide prompt notice of any CPRA request or requirement that includes CONFIDENTIAL INFORMATION so that a protective order or other appropriate remedy may be sought. If, in the absence of a protective order or other remedy, the Parties are nonetheless, based on the advice of counsel, legally compelled to disclose the CONFIDENTIAL INFORMATION, Parties may, without liability, disclose only that portion of the CONFIDENTIAL INFORMATION which such counsel advises is legally required to be disclosed, provided that the Parties exercise reasonable efforts to preserve the confidentiality of the information, including, without limitation, by cooperating in the other Party's efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the CONFIDENTIAL INFORMATION.

VI. NOTICES

Any notice required or desired to be given under this AGREEMENT shall be deemed given if in writing sent by first class or electronic mail to the addresses of the Parties as follows:

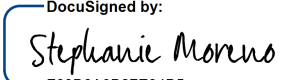
Stephanie Moreno, Executive Director
Guadalupe-Coyote RCD
1560 Berger Drive, Suite 211
San José, CA 95112
408-288-5888
smoreno@gcrccd.org
www.rcdsantaclara.org

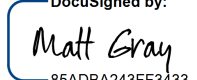
Matt Gray, VP of Program
Student Conservation Association, Inc.
1310 N. Courthouse Road, Suite 110
Arlington, VA 22201
571-895-1802
mgray@thesca.org
<https://www.thesca.org>

VII. DURATION, TERMINATION, AND MODIFICATION

This AGREEMENT shall become effective when signed by both Parties, and continue in force until PROJECT completion, estimated in August 2025. All modifications shall be in writing and approved by each Party. The AGREEMENT may be terminated at any time by mutual consent of all Parties, or by one party by giving thirty (30) days written notice to the other.

IN WITNESS HEREOF, the Parties hereto have executed this AGREEMENT as of the effective date set forth in Section VII.

Signed:  10/27/2023
Stephanie Moreno, Executive Director

Signed:  10/25/2023
Matt Gray, VP of Program



Student Conservation Association

General Information

Organization Name	North Santa Clara RCD	Estimate Name	EST. 00735414
		Created Date	3/21/2023
		Estimate Number	00040376

Position Information

Position	PO-00735414	Number of	0
Position Title	Resilient and Equitable Urban Stream Corridors	Apprentice Crew Leaders (ACL)	
AmeriCorps Eligible	Eligible	Number of ACL Weeks	0
		Requested Openings	1
		Position duration in weeks	26.00
		Number of Leaders	0
		Number of Leader Weeks	0

Contact Information

Prepared By	Jay Watson
Phone	(510) 832-1966
Email	jwatson@thesca.org

Estimate Line Items

Product	Line Item 424 Category	Line Item Description	Expense	Frequency	Total Price
(ME) Living Allowance	Personnel	Member living allowance.	\$250.00	Weekly	\$6,500.00
(ME) Member FICA	Fringe Benefits	FICA, Medicare and SUI for all member allowances.	\$1,250.00	Once	\$1,250.00
(ME) Uniform: Long Term Intern	Supplies	Clothing, name tags and personal accessories for use during service.	\$175.00	Once	\$175.00
(MH) Housing Allowance Paid to Member	Other	Monthly housing and utilities with applicable taxes withheld.	\$1,000.00	Monthly	\$6,000.00
(MS) Background Check	Other	Background checks for AmeriCorps members include Truescreen, NSOPW, and County Wide checks as well as finger printing and motor vehicle record. Background checks for non AmeriCorps participants include NSOPW and County Wide checks.	\$150.00	Once	\$150.00
(MS) Evaluation	Other	Performance evaluations and program assessments.	\$112.00	Once	\$112.00
		Member enrollment support for candidate. Includes candidate processing (e.g.			

DocuSign Envelope ID: E838FD0B-B2EB-4AB5-AD6E-A568ECED2E2E		if applicable, I-9 verifications, and all other HR components associated with the position).	\$131.00	Once	\$131.00
Admissions					
(MS) Recruiting	Other	Recruiting costs including logistics for on-campus outreach, targeted mailings, social media and all outreach efforts.	\$353.00	Once	\$353.00
(PS) Program Development	Other	Project design and program planning efforts.	\$1,094.59	Once	\$1,094.59
(PS) Program Support	Other	Ongoing support for the position/project. This includes processing of all compliance program documentation, projects logistics, and overall management/administration of the program, including support.	\$1,205.16	Once	\$1,205.16
(PS) Risk Management	Other	Risk management helps to reduce, train, and respond to incidents in the field. This includes a 24/7 staffed hotline for emergencies, pre-project hazard assessments, post-project reviews, incident management and debriefing.	\$337.00	Once	\$337.00
(PS) Workers Comp	Fringe Benefits	Workers Compensation insurance coverage for members provided by SCA.	\$562.50	Once	\$562.50

PLC requires 25%	\$7,480.49	Subtotal	\$17,870.25
In Kind cost share:		Indirect Cost Rate	25.58%
		Indirect Costs	\$4,571.21
		Total Program Costs	\$22,441.46
		Cash Match	\$0.00
		AmeriCorps Discount	\$0.00
		Existing Agreement Funds	\$0.00
		Total Estimated Cost to Partner	\$22,441.46

In Kind Calculation Detail

In Kind Calculation - \$29.95(Independent Sector Rate) x avg of 40 hours per week x 26 weeks in the field x 1 member(s) - \$13750 (all direct Members payments to member) = \$17398

In Kind Calculation - \$29.95(Independent Sector Rate) x avg of 40 hours per week x 0 weeks in the field x 0 leader(s) - \$0 (all direct payments Leaders to leader) = \$0

Total In Kind Amount \$17,398.00

EXHIBIT B: COMMUNITY OUTREACH COORDINATOR JOB DESCRIPTION



North Santa Clara
Resource
Conservation
District

COMMUNITY OUTREACH COORDINATOR

JOB DESCRIPTION

Classification: This is an unclassified, non-exempt (overtime-eligible) position. The position may be offered as permanent, limited duration, temporary employment, or an internship, depending on program needs and funding availability.

Schedule: This position may be filled with a full-time, part-time, or seasonal employee, depending on program needs and funding availability.

Summary of Duties and Responsibilities: Under the direction of the Executive Director, the incumbent coordinates and performs activities related to District natural resources conservation outreach, education and/or research programs and projects. Scope of responsibilities may be adjusted according to classification and/or schedule, but generally in this position, an employee would be expected to effectively and successfully:

- Coordinate assigned program activities with other District staff, contractors, and/or partners.
- Develop and deliver inclusive and equitable community and stakeholder outreach.
- Provide logistical support for site visits and field work related to assigned District programs and projects.
- Collect, catalog and correlate data for use by the District in implementation, monitoring and/or evaluation of District programs and projects.
- Assist with the development of potential projects in line with the District's mission and goals around climate adaptation and environmental justice.
- Maintain collaborative working relationships with members of federal, state, regional, tribal, and local governments, including other resource conservation districts, community based organizations, historically underserved and disadvantaged populations, and other entities and populations involved in or impacted by natural resource issues.
- Perform administrative duties related to assigned program activities, including reports, meetings, record maintenance and timekeeping.
- Ensure compliance with grant and regulatory requirements while completing assigned tasks.
- Engage with others in a respectful and culturally appropriate manner.
- Represent the District in a positive and proactive manner.
- Perform additional tasks or responsibilities as directed by the Executive Director.

Qualifications and Requirements:

Minimum Qualifications:

- Experience and/or education in one or more fields related to agriculture and/or natural resource conservation.
- Experience conducting community outreach.
- Ability to work collaboratively with government entities, community organizations, environmental stakeholders, members of historically underserved and disadvantaged communities, and/or other watershed stakeholders.
- Ability to work effectively in a variety of work environments (e.g., in an office, remotely from home, in the field, etc.).

- Ability to produce timely and quality work products, both individually and as a member of a team.
- Ability to write and produce simple technical reports and documents.
- Proficiency in speaking, writing, and reading the English language.
- Proficiency in using Microsoft Office.
- High school diploma or GED credential.

Desired Attributes:

- Working knowledge of natural resource concerns in Santa Clara County.
- Demonstrated proficiency in speaking, writing and reading a second language other than English that is spoken by a recognized percentage of District constituents.

Special Requirements:

- Ability to work in the field (negotiating uneven and steep terrain, carrying supplies and equipment, planting, etc.) during all seasons.
- For positions requiring field work, possession of an appropriate and valid California driver's license, auto insurance in the employee's name, and readily available access to a vehicle licensed to be driven on State and local highways and roads.

Accommodations:

- Request for waivers of minimum requirements or special accommodations may be considered depending on the required duties for individual positions.

EXHIBIT C: YEAR ONE GRANT BUDGET

Item #	UC Seed Grant	Year 1 Budget		
		Rate	Unit	Grant Funds
	Personnel (Salaries & Fringe Benefits):			
1	Executive Director (existing position)		0	0.00
	Subtotal Executive Director	75.00	0	0.00
2	Program Conservation Coordinator (existing position)			
	Subtotal Program Conservation Coordinator	50.00	0	0.00
3	Watershed Technician (additional hours for existing position)			
	Lead observational site visits with community outreach coordinator	28.00	40	1,120.00
	Assist with collection and cataloging of information	28.00	12	336.00
	Attend stream clean-up and community events	28.00	30	840.00
	Subtotal Watershed Technician	28.00	82	2,296.00
4	Board of Directors (volunteer)	29.95	40	0.00
	Category Subtotal			2,296.00
	Travel:			
5	Lodging @ 245.00/night (Federal GSA 2023 rate)	245.00	1	245.00
6	Mileage @ .58/mile (IRS 2022 rate)			
	Community workshops and presentations	0.58	400	232.00
	Annual and local team meetings	0.58	200	116.00
	Site visits	0.58	1,800	1,044.00
	Subtotal Mileage	0.58	2,400	1,392.00
	Category Subtotal			1,637.00
	Events & Outreach			
7	Community Outreach Coordinator (provided by Student Conservation Association)			
	Conduct observational site visits with watershed technician	43.16	40	
	Provide logistical support to field crews from UC Davis and SJSU using local knowledge and connections to help them determine accessibility of potential stream survey sites	43.16	120	
	Collect and catalog information regarding neighborhoods potentially impacted by natural hazards	43.16	80	
	Attend stream clean-up and community events	43.16	30	
	Correlate data to identify priorities for community outreach to vulnerable populations living within natural hazard areas	43.16	80	
	Develop and deliver presentations to neighborhood and community associations living in natural hazard riparian areas	43.16	130	
	Attend regular regional and local team meetings	43.16	40	
	Attend symposium	43.16	0	
	Contribute to final project report	43.16	0	
	Using research results, help develop potential implementation projects in line with District's mission and goals around climate adaptation and environmental justice	43.16	0	
	Subtotal Watershed Technician	43.16	520	22,443.20

EXHIBIT C: YEAR ONE GRANT BUDGET

Item #	UC Seed Grant	Year 1 Budget		
8	Personal protective equipment (PPE)			300.00
9	Field equipment			750.00
10	Public workshops on intersectionality and climate change			0.00
11	Speaker honorariums			0.00
12	Community and neighborhood association presentations	265.00	15	3,975.00
	Subtotal Equipment, workshops, and presentations			5,025.00
13	Publication and multilingual translation services			
				500.00
	Social media ads and video clips			500.00
	Translation services			2,000.00
	Subtotal Publication and translation services			3,000.00
14	Stream cleanup events	3,000.00	3	9,000.00
15	Vulnerable population survey incentives	20.00	100	2,000.00
	Category Subtotal			41,468.20
	All Categories			45,401.20
	Indirect (10%)			4,540.12
	Total Budget			49,941.32
Justification:				
1	Executive Director: grant administration; project management; annual and team meetings;			
2	Program Conservation Coordinator: Year 2: workshop development and presentations; annual and local team meetings; assistance with and attendance at symposium.			
3	Watershed Technician: lead observational site visits with community outreach coordinator; assist with collection and cataloging of information; attend stream clean-up and community			
4	NSCRCD Board of Directors: RCDs are governed by volunteer Directors; in-kind hours spent reviewing reports and attending events is accounted for at the 2023 value, as determined by Independent Sector.			
5	Lodging: ED lives 2.25 hours away from area and will need to stay overnight for the 2-day			
6	Mileage: reimbursement for staff and workshop speakers at approved IRS rate (currently .58/mile).			
7	Community Outreach Coordinator: personnel provided through the Student Conservation Association (Bay Area region)			
	Year 1: conduct observational site visits with watershed technician; provide logistical support to field crews from UC Davis and SJSU using local knowledge and connections to help them determine accessibility of potential stream survey sites; collect and catalog information regarding neighborhoods potentially impacted by natural hazards; correlate data to identify priorities for community outreach to vulnerable populations living within natural hazard areas; develop and deliver presentations to neighborhood and community associations living in natural hazard riparian areas.			
	Year 2: attend regular regional and local team meetings; attend symposium; contribute to final project report; develop and deliver presentations to neighborhood and community associations living in natural hazard riparian areas; using research results, help develop potential implementation projects in line with District's mission and goals around climate adaptation and environmental justice.			

EXHIBIT C: YEAR ONE GRANT BUDGET

Item #	UC Seed Grant	Year 1 Budget
9	Personal protective equipment: masks, gloves, hand sanitizer, etc.	
9	Field equipment: electronic tablet and apps for staff data entry and photo capture (will be shared among field staff)	
10	Public workshops on intersectionality and climate change: venue; hand-outs; social media ads; giveaways).	
11	Speaker honorariums: presenters at the two workshops will be offered honorariums worth	
12	Community and neighborhood association presentations: venue; hand-outs; giveaways.	
13	Publication costs and multilingual translation services: handouts; flyers; social media ads; video clips; translation services.	
14	Stream cleanup events: partnership contributions to CBO's hosting events; miscellaneous support for SJSU at events.	
15	Vulnerable population survey incentives: \$20 gift cards will be provided to up to 50 participants participating in SJSU surveys at clean-up events.	