



Lake County Resource Conservation District
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Harry Lyons
President

**SPECIAL BOARD MEETING MINUTES
OF DECEMBER 29, 2022**

CALL MEETING TO ORDER – President Harry Lyons calls the meeting to order at 1:03 p.m.
Alma de Paredes will take the Minutes.

Directors Present: Jim Bridges, Randy Krag, Harry Lyons, Shula Shoup, Merry Jo Velasquez,

Directors Absent: None

Others Present: Alma de Paredes and Kate Schmidt-Hopper

1. **INTRODUCTIONS** and Consideration of extra Items not appearing on the agenda – NONE.
2. **PUBLIC INPUT** - Anyone may speak for 3 minutes on a subject not on the agenda; no action will be taken by the Board – NONE.
3. **DISCUSSION & ACTION**

Signing Master Contract & Task Order with Justice/Advocacy/Inclusion/Diversity/Equity Conservation Collective (JAIDE).

Motion to Directly Sign Master Contract and Task Order with JAIDE Conservation Collective made by Shula Shoup and Seconded by Randy Krag.

Ayes: Jim Bridges, Randy Krag, Harry Lyons, Shula Shoup, Merry Jo Velasquez

Nays: None

Absent: None

Abstained: None

Topics of discussion included the following:

- The signing date will be changed.
 - \$50.00 an hour agreed upon rate with some pro-bono work.
 - Task Order ends on June 30, 2023. It will be reviewed and amended, or new Task Order will be issued.
 - The contract term if from January 1, 2023, through December 24, 2024. An umbrella agreement.
 - Parameters of work include identifying what kind of grants to pursue and identifying proposal deadlines.
 - Identify a Director to work with JAIDE
 - Definition of “confidentiality” in the Contract, Section 3, and to whom it applies.
4. **NEW BUSINESS** – None.
 5. **GENERAL DISCUSSION** - no action will be taken by the board – None.
 6. **ADJOURNED AT 1:18 P.M**

Motion to Adjourn by Merry Jo Velasquez, seconded by Randy Krag

Ayes: Jim Bridges, Randy Krag, Harry Lyons, Shula Shoup, Merry Jo Velasquez

Nays: None

Absent: None

Abstained: None

*JAIDE Conservation Collective, LLC (JAIDE)
and Lake County Resource Conservation District (LCRCD)*

TASK ORDER #2023-01

This Task Order is under the authority of the **Master Agreement** between JAIDE Conservation Collective, LLC (JAIDE) and Lake County Resource Conservation District (LCRCD) which was signed on December 19, 2022.

Statement of Work

- 1.1. **Fiscal Sustainability.** The primary purpose of contracting with JAIDE is to garner support for the development and execution of a strategy to get LCRCD into a more favorable financial situation in the near-term with the vision of stable income and sustainable operations for the long-term. Task 1.1 involves the investigation, analysis, and evaluation of the past and current financial records and practices and the developing and documenting best management and fiscal practices for moving forward.
- 1.2. **Grant Writing.** JAIDE will conduct research and develop grant applications appropriate for LCRCD, consistent with the strategic goals of the Board and best practices documented in task 1.1 above.
- 1.3. **Staffing.** For RCDs, revenue generation is generally from providing a service, that is; in-house staff working on contracts at market rates, where the rates are sufficient to exceed both direct and indirect costs. This generates additional income for the organization for capacity-building. Grant writing in task 1.2 above shall include proposals of new staff that could help execute environmental projects in Lake County but also generate revenue for the organization.
- 1.4. **General administration and other duties.** As mutually agreed, and consistent with the Master Agreement and the spirit of this Task Order, JAIDE shall perform other duties as assigned. (Significant deviations from the tasks listed above would warrant a new task order.)
- 1.5. **BUDGET:** Billable rate for this task order is \$50/hr for all JAIDE partners and staff including bookkeeping. The expected pace of work is about 5-10 hours a week. JAIDE Contractor, Megan McCluer, reserves the right to work pro-bono at her discretion. The not-to-exceed threshold for this task order is \$10,000.
- 1.6. **SCHEDULE:** This task order shall be in effect from January 3rd, 2023 until 30 June 2023. Upon mutual written agreement of both parties, and confirmation of availability of funds, this task order may be extended, otherwise a new task order may be created within the bounds of the Master Agreement.

Signature of JAIDE partner
Date _____

Signature of LCRCD officer
Date _____

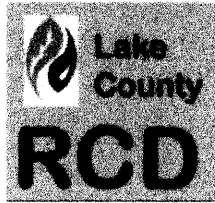


LAKE COUNTY RESOURCE CONSERVATION DISTRICT and JAIDE Conservation Collective, LLC

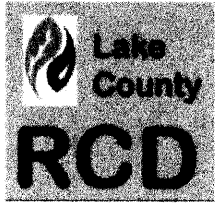
INDEPENDENT CONTRACT AGREEMENT MASTER AGREEMENT FOR SERVICES

Lake County Resource Conservation District (hereinafter referred to as "CLIENT"), does hereby agree with **JAIDE Conservation Collective, LLC** hereinafter called "CONTRACTOR" as follows:

1. **MASTER AGREEMENT.** CLIENT is retaining CONTRACTOR under this **Master Agreement** (hereinafter referred to as the "Agreement") to carry out support services as detailed in individual **Task Orders**. **Individual Task Orders should include mutually approved scopes of work, including any specific deliverables, schedule and timeline expectations, billing rate and total budget, and any other invoicing and payment terms necessary to assist CLIENT with various projects.** Both parties agree that this Agreement is an independent contractor agreement where the CONTRACTOR provides the specified services, as outlined in the Task Orders and acts as an independent contractor. CONTRACTOR will implement the projects as determined by CLIENT and CONTRACTOR collectively, in accordance with the terms, conditions and specifications in this Agreement and as outlined in individual Task Orders. The approved scope of work and other details in each Task Order may be created and modified without amendment of this Agreement. CONTRACTOR and CLIENT agree in the performance of work, duties, and obligations devolving upon each related project and Task Order.
2. **LEGAL COMPLIANCE.** CONTRACTOR and CLIENT agree that CONTRACTOR is qualified to perform duties to which they are assigned and will at all times endeavor to perform and their associated duties and facilitation under this Agreement in accordance with the ethical standards of their professions and company policies. CLIENT agrees to enable successful CONTRACTOR performance by providing information CONTRACTOR requires in order to perform assigned duties. All services to be performed by CONTRACTOR and CLIENT pursuant to this Agreement shall be performed in accordance with applicable federal, state, county and municipal laws, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of California
3. **CONFIDENTIALITY.** All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Contractor, unless the disclosure is required pursuant to process of law. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the CLIENT. - The CONTRACTOR agrees that any intellectual property provided to him/her by the CLIENT will remain the property of the CLIENT. However, the CONTRACTOR may use CLIENT's information as a case study-with CLIENT's permission.
4. **TERMINATION.** This Agreement may be terminated by either party without cause by furnishing the other party with written notice at least thirty (30) days prior to such termination. If CLIENT terminates this Agreement, the CONTRACTOR shall take all reasonable measures to prevent further costs to CLIENT under this Agreement, and CLIENT shall be responsible for any reasonable and non-cancelable obligations incurred by the CONTRACTOR in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement. Payments made to CONTRACTOR or recoveries by CLIENT under a termination for cause shall be in accordance with the legal rights and liabilities of the CONTRACTOR and CLIENT.



5. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach. If any action at law is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. CONTRACTOR and CLIENT agree to indemnify but shall have no obligation to defend and save harmless CONTRACTOR, CLIENT, its officers, and employees (collectively the INDEMNIFIED PARTIES) against liability for damages to the extent caused by the either party's negligence or willful misconduct in performing its obligations under this Agreement.
6. **REASSIGNMENTS.** This Agreement is for services and may not be reassigned, in whole or in part, by CONTRACTOR or CLIENT without either's prior written consent, which consent shall not be unreasonably withheld. Any assignment in violation of this section shall be null and void. Further, CLIENT may terminate this Agreement for Services effective immediately if CONTRACTOR or CLIENT assigns any responsibility under this contract without the other partner's consent.
7. **ACCOUNTABILITY.** All work initiated hereunder by the CONTRACTOR shall be subject at all times to inspection by authorized representatives of CLIENT and shall be accomplished to the satisfaction of the CLIENT. CLIENT agrees to provide CONTRACTOR with information necessary for the CONTRACTOR to complete the assigned tasks or the tasks shall be modified.
8. **INDEPENDENCE.** All agents/subcontractors performing work for the CONTRACTOR are independent contractors. No relationship of employer/employee exists between the parties hereto. Performance of services under this Agreement and associated Task Orders shall be in an independent capacity. Because of its status as an independent contractor, CONTRACTOR waives any and all employment benefits available to CLIENT employees. It is the CONTRACTOR'S responsibility to provide compensation and documentation for its employees as required by law.
9. **NONDISCRIMINATION.** During the performance of this Agreement, the CONTRACTOR and CLIENT and their subcontractors shall not unlawfully discriminate against any employee or subcontractor or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, gender, or sexual identification or orientation. The CONTRACTOR, CLIENT and their sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR, CLIENT and their subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The CONTRACTOR, CLIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the CONTRACTOR to perform work provided for under this Agreement.
10. **ACCOUNTING PRACTICES.** CONTRACTOR and CLIENT shall maintain acceptable financial management systems during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. The CONTRACTOR shall retain these records for three years following the date of final disbursement by CLIENT under this Master Agreement, regardless of the termination date. The documents associated with this project shall be subject to examination and audit by CLIENT and STATE AUDITOR during CONTRACTOR's normal business hours and upon reasonable advance written notice. The CONTRACTOR may use any accounting system,



which follows the guidelines of “Generally Accepted Accounting Principles” published by the American Institute of Certified Public Accountants.

11. BUDGET and INVOICING. The maximum compensation to CONTRACTOR for its services under this Agreement shall not exceed specifications outlined in each Task Order. If not otherwise stated in the Task Order, invoices from the CONTRACTOR shall be provided monthly by the 20th of the following month and invoices shall be paid by the CLIENT to the CONTRACTOR within 30 days of receipt. The invoice shall describe the nature and extent of the services actually performed and completed during the period of the Task Order and this contract. CONTRACTOR agrees to provide such additional documentation as may be required by the CLIENT regarding CONTRACTOR’S request for payment.
12. Venue and jurisdiction for any dispute arising between the parties regarding the Agreement shall be in the state of California.
13. The term of this Master Agreement shall commence upon **January 1, 2023** and shall continue in effect until **December 31st, 2024**. All invoices and reporting must be received by CLIENT within 30 days of the end of this contract. This Agreement may be amended upon mutual written consent of both parties.

Accepted and agreed by CLIENT and CONTRACTOR.

_____	_____	_____	_____
CONTRACTOR Representative Signature	Date	CLIENT Representative Signature	Date
_____	_____	_____	_____
CONTRACTOR Representative Title		CLIENT Representative Title	
_____	_____	_____	_____
CONTRACTOR Company		CLIENT Company	
_____	_____	_____	_____
CONTRACTOR Company Address		CLIENT Company Address	
_____	_____		
CONTRACTOR Tax ID Number			