

## **PROJECT PARTNER AGREEMENT CREW BASED CONSERVATION**

This Project Partner Agreement (the “Agreement”) is between **Conservation Legacy** and **Alamosa County** (“Partner”) (each a “Party” and collectively the “Parties”).

**WHEREAS**, Conservation Legacy is a nonprofit corporation organized under the laws of Colorado and exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

**WHEREAS**, Conservation Legacy facilitates and manages local conservation programs in communities across the country that provide the combined benefits of engaging youth in high quality service opportunities and furthering conservation goals, producing enduring impact through local action;

**WHEREAS**, Partner is Alamosa County ; and

**WHEREAS**, Partner desires collaboration with Conservation Legacy in furtherance of one or more specific conservation projects in Partner’s locality (the “Project(s)”).

**NOW, THEREFORE**, in consideration of the promises, agreements, and covenants contained herein, the Parties agree as follows:

### **ARTICLE 1: PROJECT**

1.1 Project and Crew(s). Conservation Legacy will provide 6-8 person Crew to complete two weeks of project work. This Project may include the following activities, or similar activities, as agreed by the Parties:

- A fully equipped crew with everything needed to safely complete project work.
  - Personal Protective Equipment: work shirts, hard hat, eye and ear protection, gloves, work boots.
  - Vehicle and trailer as needed.
  - Basic tools as well as Specialty tools as agreed upon with partner.
  - Crew camping and kitchen equipment as available.
- Administrative and quality control services: recruitment, hiring, payroll, liability insurance, worker’s compensation insurance consistent with statutory limits, billing, project monitoring, project coordination, partner satisfaction reports, program/project reporting.
- Flexible Scheduling: Crews will work in most weather conditions until safety becomes compromised (Partner is advised to have other projects for crew to complete in the event of inclement weather).

1.2 Crew Supervisor. Each Crew will be led and supervised throughout the Project by a supervisor (“Crew Supervisor”) provided by Conservation Legacy.

1.3 Crew Work Schedule. Each Crew will generally work 8 hours per day for 5 days, for 2 weeks, for a total of 80 hours completed to achieve two weeks of project work. Crew will have morning and afternoon breaks of 15 minutes each, a 30-minute lunch break, and a tool maintenance period at the end of each day. Project hours include rigg-up on the first day, de-rig on the last day, on-site education opportunities, and travel between Partner's administrative site and the Project site(s). Although a Crew will generally work in inclement weather, Crews will not be expected to work in weather that poses a safety risk.

1.4 Crew Tools and Equipment. Conservation Legacy will provide all tools, equipment and personal protective equipment ("PPE"), needed by each Crew for the Project, including gear appropriate to expected weather conditions. Such equipment will include equipment needed for Project tasks as well as any necessary camping in the field. Conservation Legacy will also provide one or more vehicles for each Crew, as needed for accessing the Project site(s).

1.5 Training. Conservation Legacy will ensure each Crew has received adequate training for all Project tasks.

## **ARTICLE 2: PARTNER OBLIGATIONS**

2.1 Project Access. Partner hereby certifies that it has the legal right to invite a Crew onto the land that constitutes the Project site(s) and has provided all notices to any third party that has an interest in the land and/or may reasonably be expected to be encountered at the Project site(s) by a Crew.

2.2 Project Specifications. Partner will provide:

2.1.1 Clear information to Conservation Legacy regarding the scope of Project work expected and will collaborate timely and in good faith with Conservation Legacy regarding any questions;

2.1.2 A brief overview of the Project land, as well as any specially required training on riparian ecology, invasive plants, threatened or endangered species, and any similar information relevant to the Project; and

2.1.3 Clear directions to the Project site(s) and all necessary information regarding property access rights.

2.3 Logistical Support. Partner will provide logistical support as needed, including a place to replenish water and a place to store tools and vehicles if needed.

2.4 Data Collection Support. If Partner requires data collection by a Crew, Partner will provide clear guidance regarding the data to be collected, the format in which it is to be collected, and any special tools needed for purposes of collection and recording in the field.

2.5 Publicity Coordination. To the extent that publicity relating to a Project, or portion thereof, may benefit Conservation Legacy and/or Partner, Partner will collaborate in good faith with Conservation Legacy regarding publicity opportunities and messaging.

2.6 Insurance. Partner shall maintain insurance adequate to cover (i) risk of harm to Crew members or Conservation Legacy property arising from performance of this Agreement, (ii) risk of loss or damage to third parties arising from activities carried out by Partner or Conservation Legacy (including by any Crew) under this Agreement. Such policies shall provide coverage in amounts appropriate to the risks to the Parties, to third parties, and to the property of each, that are presented by the nature of the work.

2.7 Post-Project Evaluation. Partner will provide Conservation Legacy a post-Project evaluation of each Crew in a format reasonably requested by Conservation Legacy.

### **ARTICLE 3: PROJECT PURPOSE AND DELIVERABLES**

3.1 Agreement Purpose. The Parties acknowledge that a core purpose of this Agreement is to provide a service and learning opportunity for Crew members. Although each Crew shall be required to pursue accomplishment of the Project's specific conservation goals through diligent work consistent with the nature of the Parties' shared service goals, there may be circumstances under which not all conservation goals are accomplished.

3.2 Deliverables. In recognition of the Agreement purpose set forth in Section 2.1 (Agreement Purpose), the Parties agree that Conservation Legacy will have satisfied its obligations under this Agreement upon furnishing the good faith effort of one or more properly trained and equipped Crews as described in Article 1 (Project).

### **ARTICLE 4: FINANCIAL SUPPORT**

4.1 Financial Support. Partner will pay Conservation Legacy \$9,500 per week for each Crew.

4.2 Payment. Conservation Legacy shall send an invoice for the amount set forth above to Partner within two weeks of the end of the Project. Partner will make payment within 30 days of receipt of invoice from Conservation Legacy. Partner agrees to pay an additional amount of 2 percent per month for every 30 days a payment is late beyond the initial 30-day due date.

4.3 Incremental Payment. In the event the Project will take place over a period of more than one month, Partner will make payment for incremental payment of the amount set forth in Section 4.2 (Payment) through incremental monthly payments proportional to the conservation work accomplished each month. Conservation Legacy will invoice for such incremental payments within two weeks of the end of the month, and Partner shall make payment within 30 days, subject to a 2 percent late payment fee as set forth in Section 4.2 (Payment).

### **ARTICLE 5: TERM**

5.1 Term. This Agreement shall commence on the date of last signature below and shall end on 12/31/2026 unless extended by the Parties.

5.2 Extension. The Term may be extended as follows:

5.2.1 Automatic Extension for Project Accomplishment. If commencement of the Project covered by this Agreement, or any significant components thereof, is delayed, the end of the Term shall be automatically extended to the date that is 30 days after the end of the last covered Project.

5.2.2 Mutual Agreement. The Parties may extend the Term of this Agreement by mutual written agreement.

5.3 Survival of Certain Terms. Terms relating to insurance, liability, and payment shall survive the expiration or termination of this Agreement.

## **ARTICLE 6: TERMINATION**

12.1 Termination for Cause. This Agreement may be terminated for cause upon written notice by either Party. No termination for cause may be carried out until the noncomplying Party has been provided notice of the grounds for termination and a ten (10) day cure period. For purposes of this Section 12.1 (Termination for Cause) “cause” shall mean:

12.1.1 A material breach by the other Party;

12.1.2 The loss, suspension or restriction of any license or other authorization to do business that is necessary for the other Party to perform services under this Agreement; and/or

12.1.3 The debarment, suspension, exclusion or ineligibility of Partner from participation in any federal awards or health care programs.

12.2 Termination for Convenience. Either Party may terminate this Agreement without cause upon ninety (90) days’ prior written notice to the other Party.

12.3 Termination by Conservation Legacy Relating to Federal Programs. If any federal program funding that supports the Conservation Legacy’s Crew members is suspended, terminated or materially reduced, Conservation Legacy shall have the right to immediately suspend and/or terminate this Agreement. Conservation Legacy will promptly notify Partner of any federal funding suspension, termination, or material reduction that is likely to impact this Agreement.



state's conflicts of laws rules. Any dispute arising under or relating to this Agreement shall be brought in a court of competent jurisdiction in the state of Colorado.

8.6 No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. The Crew member are not intended beneficiaries of this Agreement.

8.7 Entire Agreement; Amendments. This Agreement represents the complete understanding of the Parties with regard to the subject matter. Any amendment to this Agreement shall be in writing and signed by both Parties. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.

**IN WITNESS WHEREOF**, the Parties execute this Agreement by signature below, with an effective date of date of last signature.

**For CONSERVATION LEGACY**

**For ALAMOSA COUNTY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_