

**Memorandum of Agreement
Between Yosemite Community College District
and City of Sonora**

For Greater Sierra Forestry Corps

Effective Dates: July 15, 2024 – June 30, 2025

The purpose of this agreement is to establish the basic parameters of the Columbia College Forestry Corps participation in fire fuels reduction work in partnership with the City of Sonora at the Dagoon Gulch open space property.

This Agreement (“Agreement”) is entered into this date of July 15, 2024, by and between the Yosemite Community College District (“District”) and City of Sonora (“City”).

The Yosemite Community College District is a public educational institution. References to “District” include all of the campuses within the Yosemite Community College District (“YCCD”), its officers, officials, employees, volunteers, students, agents and assigns.

District and Contractor agree as follows:

1. **Location:** Physical location of work site is Dagoon Gulch Trail
2. **Term:** July 15, 2024 – June 30, 2025
3. **Contract Amount:** \$0
4. **Scope of Work** to be Performed under this contract: This Agreement (“Agreement”) is entered into this date of July 15, 2024, by and between the Yosemite Community College District (“District”) and City of Sonora (“City”).

Responsibilities of Yosemite Community College District:

- a. Provide fire fuels reduction services including cutting, piling and burning in agreed upon locations for the City of Sonora and in accordance with all state and local regulations.
- b. Provide student workers, who have received training in chainsaw safety, to perform fuels reduction with student training as the priority.
- c. Perform trail maintenance including tread work, drainage improvements, and hazard removal.
- d. Assist with trail planning and scouting.
- e. Provide supervision during all onsite activities. On site supervisor to coordinate with City representative.
- f. Provide tools, saws and supporting logistical needs.
- g. Yosemite Community College District provides Workers Compensation coverage for all Fellows (student workers). All on-the-job injuries will be covered by the YCCD policy.

Responsibilities of City of Sonora and Site Supervisor:

1. Provide projects and tasks consistent with the management goals and development of Dragoon Gulch as a community resource while providing hands on experience for Forestry Corps volunteers in:
 - a. Trail system management
 - b. Trail enhancements, including maintaining current trail and building new trail(s)
 - c. Fuels reduction
 - d. Signage
 - e. Volunteer event coordination
 - f. Flora/Fauna/History Interpretation
 - g. Maintenance/Placement of System amenities, including—trash receptacles, seating and other projects designed to improve the user experience

2. Designate Site Supervisor(s) to collaborate with the Greater Sierra Forestry Corps supervisor while they are working at your organization/agency

5. **Indemnification:** Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") and the other Party's elected and appointed council members, commissions, directors, officers, employees, agents, and representatives (collectively, "Indemnified Party's Agents") harmless from and against any and all actions, claims, loss, damage, injury (including, without limitation, disability, injury, or death of an employee of the Indemnifying Party or its subcontractors), costs or expenses (including reasonable attorneys' fees and court costs) to the extent they are caused by the negligence or willful misconduct of the Indemnifying Party or its employees, contractors, representatives, or agents, or anyone else that the Indemnifying Party controls (collectively "Indemnifying Party's Liabilities"). Such Indemnifying Party's obligations to defend, hold harmless, and indemnify the Indemnified Party shall not apply to the extent caused by the negligence, active negligence, or willful misconduct of Indemnified Party or any of them, but shall apply to all other liabilities.

6. **Insurance:** Both parties shall maintain during the term of this Agreement General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. Workers Compensation insurance within the statutory limits is required of employers. Both parties shall exchange copies of certificates of insurance upon request.

7. **Nondiscrimination:** The Contractor shall not unlawfully discriminate, either in the provision of services or in employment, against any person on the basis of race, color, sex, religion, age, national origin, disability, or veteran's status. The Agency shall comply with all applicable laws relating to non-discrimination, and equal employment opportunity.

8. **Assignments:** This agreement is not assignable by the Contractor either in whole or in part, without written consent of the District.

9. **Authorized Signature:** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

10. **Miscellaneous:** This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supersedes all other Agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except in writing signed by the party against whom such waiver or modification is sought.

CITY OF SONORA

YOSEMITE COMMUNITY
COLLEGE DISTRICT

Authorized Signatory: _____

Authorized Signatory: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____