



Guadalupe-Coyote Resource Conservation District (GCRCD)

888 N 1st Street, Suite 204, San Jose, CA 95112

Phone: 408-288-5888

Email: gcrd@gcrd.org

www.rcdsantaclara.org

SERVICE AGREEMENT

Effective Date: TBD

This Agreement is made by and between Thomas Connor (“Contractor”) and the Guadalupe-Coyote Resource Conservation District (“GCRCD”). Contractor is an independent consultant with academic experience conducting wildlife habitat research, and has agreed to conduct a Tule elk habitat suitability project for GCRCD. Therefore, the parties agree as follows:

1. Description of Services. Contractor shall provide services as set forth in the Scope of Work and Budget (Exhibit A). GCRCD will pay the Contractor for actual services based upon the charges set forth in Exhibit A. The Budget under this agreement is not to exceed twelve thousand eight hundred dollars (\$12,800.00) without prior written authorization from GCRCD. Contractor will notify GCRCD in advance if they anticipate exceeding the estimated level of effort/budget allocated for a specific task.
2. Confidentiality. Contractor agrees that any information and material developed by the Contractor in their performance of services under this agreement shall be the property of GCRCD, and that any information and material provided to the Contractor by a client in order for the Contractor to provide services under this agreement shall remain the property of the client. Contractor agrees to hold all information related to the performance of services under this agreement, whether furnished by GCRCD or acquired by Contractor during the performance of such services, in strict trust and confidence, and to disclose and use this information only in connection with the performance of services hereunder.
3. Performance of services. The Executive Director (ED) is the authorized representative for GCRCD and will be the contract manager for this agreement. GCRCD reserves the right to provide input into the method, materials, and means of performing the services set forth in Exhibit A. The Contractor shall use best professional judgment and, in situations that may involve significant doubt, risk, or expense related to the safety, efficiency, or effectiveness of the outcome, shall confer with the ED in advance of any such action to reach a mutual agreement how to proceed. The standard of care applicable to Contractor services will be the degree of skill and diligence normally employed by others performing the same or similar services. Neither party shall have the power to bind or obligate the other party or commit to expenses to be borne by the other party without the permission of the other party.
4. Payment. Contractor shall invoice GCRCD at least bi-monthly for all work completed to

date or upon completion of all work identified Exhibit A. The invoice shall itemize work completed by task. Payment will be made by GCRCD to Contractor within thirty (30) days for the approved invoice amount. Unless otherwise stated herein, no payment shall be due from GCRCD until, at GCRCD's determination, all work related to an invoice has been completed and GCRCD has accepted the work.

5. Expense Reimbursement. Contractor's expenses are presumed to be included in the costs set forth in Exhibit A ; any expenses not included must be pre-approved in writing by GCRCD and will require receipts. Reimbursement of mileage costs by GCRCD is not provided under the terms of this agreement as all work is to be performed remotely .
6. Term/Termination. Contractor is retained on a non-exclusive basis to render services commencing on the effective date listed on the agreement. This agreement may be amended by written agreement of GCRCD and Contractor. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. This agreement may be terminated with cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within ten (10) days of written notice thereof or the breaching party fails to diligently complete the correction thereafter. Upon termination, Contractor will be paid for all authorized and completed work performed up to and including the termination date.
7. Relationship of Parties. All work is to be done in accordance with GCRCD's specifications and in a manner and subject reasonably acceptable by GCRCD. It is understood that the services Contractor will perform hereunder will be in its professional capacity as an independent entity, and at no time shall Contractor be deemed an employee or agent of GCRCD, nor shall they have the authority to obligate GCRCD in any manner.
8. Disclosure. Contractor will disclose any outside activities or interests that conflict or may conflict with the interests of GCRCD. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Contractor may be involved with on behalf of GCRCD.
9. Injuries. Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor. Contractor waives any rights to recovery from GCRCD for any injuries that Contractor may sustain while performing services under this Agreement or that are a result of the negligence of Contractor.
10. Insurance Requirements. At minimum, Contractor agrees to provide and keep in force during the term of this Agreement an automobile policy.
11. Covid-19 Requirements. Contractor shall follow Federal, State, and local orders, guidelines and directives related to COVID-19. Contractor is required to practice physical distancing whenever possible and wear face covers in accordance with current California Department of Public Health guidelines. In the event an individual working under this Contract exhibits COVID-like symptoms, Contractor agrees that individual will not work on this Contract unless they can work remotely, is quarantined for 10 days, or has a negative test result. Contractor has the ability, subject to notification to GCRCD, to substitute that individual with a similarly qualified worker. If the Contractor becomes aware that one of its employees or agents tests positive or has been exposed to someone who tests positive for COVID-19, the Contractor must immediately notify the ED at a

minimum of within twenty-four (24) business hours. At that juncture, the Contractor may not proceed with GCRCD-related work until receiving direction from the ED.

12. Assurances. Contractor agrees to abide by all applicable Federal and State statutes and orders relating to environmental laws and regulations, not limited to protection and enhancement of endangered species, rivers and waterways, and historic and archeological preservation.
13. Mutual Indemnification. Contractor agrees to indemnify, defend, and hold GCRCD, , 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 Contractor's performance or failure to perform under this agreement .GCRCD agrees to indemnify, defend, and hold Contractor 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 GCRCD's performance or failure to perform under this agreement.
14. Non-Discrimination Policy. GCRCD adheres to the U.S. Department of Agriculture policy of non-discrimination for its programs and projects, which "prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, marital status, family status, status as a parent (in education and training programs and activities), because all or part of an individual's income is derived from any public assistance program or retaliation (Not all prohibited bases apply to all programs or activities.)" Additionally, GCRCD has adopted an Environmental and Social Justice Policy. The Contractor agrees to abide by these policies while conducting activities related to this agreement.
15. Performance and Assignment. Contractor will not assign or transfer this agreement or any interest therein or claim there under, nor subcontract any portion of the work there under, without the prior written approval of the GCRCD.
16. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, deposited in the United States mail (postage prepaid), or mailed electronically, addressed as follows:

GCRCD:

GCRCD
1515 Berger Drive, Room 211
San Jose, CA 95112
smoreno@gcred.org
831-235-1799

Contractor:

Thomas Connor

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

17. Dispute Resolution. The parties agree to first attempt to settle any disputes arising from this contract via non-binding arbitration conducted by an arbitrator mutually acceptable. Fees for the arbitrator shall be split equally between the two parties. If arbitration is not successful, this agreement shall be governed by the laws of the State of California.

18. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
19. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
20. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and, enforced as so limited.
21. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
22. Applicable Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS HEREOF, the parties hereto have executed this agreement as of the effective date listed above.

GCRCD:

Signed: _____

Stephanie Moreno
Executive Director

Contractor:

Signed: _____

Thomas Connor
Contractor

EXHIBIT A

Scope of Work and Budget

Project Timeline:

August 1 – December 31, 2022

Objective:

The Tule elk habitat suitability project is to assist the Guadalupe-Coyote Resource Conservation District (GCRCD) with estimating the amount of potential habitat available to Santa Clara County’s Tule elk herds using data available from the Central California region, including San Mateo, Santa Clara, Santa Cruz, Alameda, western Stanislaus, northern San Benito, and parts of Merced counties. Results are intended to help determine the feasibility of reintroduction projects benefiting the continued health and viability of Tule elk herds located within the District.

Tasks:

Consultant will use available GPS collar, scat sign, and environmental GIS data to conduct research on Tule elk habitat use in Central California and use the results of that research to predict Tule elk habitat availability in the Santa Clara County region. Specifically, the Consultant will:

1. Collect and manage available environmental GIS and Tule elk GPS collar data for the study area; fit resource selection functions (RSFs) to the data and carefully evaluate those RSFs to maximize their transferability to novel (un-sampled) areas.
2. Based on the RSF evaluation, select the most supported RSF and use it to predict Tule elk habitat in the study area; ; from these predictions, derive GIS layers/maps of predicted Tule elk habitat throughout the study area.
3. Write up the methodology and results of this research in detail.
4. In collaboration with GCRCD, draft a full manuscript for publication in a peer-reviewed journal.

Budget:

Task	Task Description	Estimated Hours @ \$40.00/hour	Cost by Task	Estimated Timelines
1	Collect regional data and conduct RSF evaluation	240	\$9,600.00	August – December 2022
2	Predict habitat and derive habitat maps/GIS layers	20	\$800.00	August – December 2022
3	Write up methodology/results	20	\$800.00	January 2023
4	Draft manuscript	40	\$1,600.00	January 2023
	Totals	320	\$12,800.00	