# North Santa Clara Resource Conservation District

*An independent special district of the State of California*

## SERVICES AGREEMENT – GRANT-RELATED SERVICES

Effective Date: May 15, 2026

This Agreement ("AGREEMENT") is made by and between Alameda County Resource Conservation District ("ACRCD") and North Santa Clara Resource Conservation District ("NSCRCD"), each a "Party" and collectively, "the Parties." ACRCD is a California resource conservation district and has agreed to provide technical services to NSCRCD in support of the *Tri-County Land Cannabis Restoration Planning and Permitting Project Grant Agreement Q2591204* ("GRANT"). Therefore, the Parties agree as follows:

1. Description of Services. ACRCD shall provide services and be paid by NSCRCD for services rendered as set forth in the scope of work and budget (EXHIBIT A: SCOPE OF WORK AND BUDGET). Payment for services under this AGREEMENT is not to exceed one hundred thirty thousand, one hundred fifty-three and 76/100 dollars ($130,153.76) without prior written authorization from DISTRICT. CONTRACTOR will notify NSCRCD in advance if they anticipate exceeding the estimated level of effort/budget allocated for a specific task and shall not proceed with the work until written approval is received from NSCRCD.

2. Grant Compliance. ACRCD acknowledges that the services performed under this AGREEMENT are funded in whole or in part by a California Department of Fish and Wildlife ("GRANTOR") GRANT (Exhibit B). ACRCD agrees to comply with all applicable terms, conditions, and requirements of the GRANT that relate to the services, deliverables, or activities to be performed by ACRCD, including, without limitation, the scope of work, budget, reporting, documentation, audit, record retention, procurement of goods and/or services, drug-free workplace certification pursuant to the California Drug-Free Workplace Act (Gov. Code § 8350 et seq.), union organizing, Executive Order N-6-22 (Russia Sanctions), and any and all other compliance provisions set forth in the GRANT, including any and all of its attachments and exhibits.

   Further, ACRCD agrees that DISTRICT, GRANTOR, the Department of Finance, the Department of General Services, the California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of services under this agreement. ACRCD agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. ACRCD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. ACRCD agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of services under this AGREEMENT.

3. Confidentiality and Rights in Data. ACRCD agrees that any information and material they develop in their performance of services under this AGREEMENT shall be the property of NSCRCD, and that any information and material provided to ACRCD by NSCRCD in order for ACRCD to provide services under this AGREEMENT shall remain the property of NSCRCD. ACRCD agrees to hold all information that is not independently available to the public related to the performance of services under this AGREEMENT, whether furnished by NSCRCD or acquired by ACRCD 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.

In addition, ACRCD agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are also subject to the rights of GRANTOR as set forth in Section 11 of Exhibit 1 of the GRANT. GRANTOR shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, DISTRICT may copyright the same, except that, as to any work which is copyrighted by DISTRICT, GRANTOR reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. ACRCD further agrees to abide by requirements of NSCRCD's data plan for the GRANT, as approved by the GRANTOR.

4. Performance of services. The District Manager (DM) is the authorized representative and point of contact for NSCRCD and is the contract manager for this AGREEMENT. To ensure consistency and efficiency, ACRCD shall coordinate communications and service-related matters through the DM. NSCRCD reserves the right to review and approve the results, deliverables, and outcomes of the services set forth in Exhibit A, but ACRCD retains sole discretion and responsibility for the methods, materials, and means by which such services are performed. ACRCD 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 consult with the DM in advance of any such action to determine the best path forward. The standard of care applicable to ACRCD 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 prior, written permission from the other Party.

5. Payment. ACRCD shall submit invoices to NSCRCD no more than once per month, or upon completion of all work identified Exhibit A. The invoice shall categorize work by tasks set forth in Exhibit A, and shall itemize the number of hours per day by assigned personnel. NSCRCD shall review each invoice and notify ACRCD within a reasonable time of any missing information or disputed amounts. Payment of undisputed amounts will be made within thirty (30) days following approval of the invoice. For work funded through grants or reimbursement-based funding sources, payment may be contingent upon NSCRCD's receipt of corresponding funds, and payment may take up to sixty (60) days or longer depending on the GRANTOR reimbursement timeline. No payment shall be due for any portion of an invoice that NSCRCD reasonably determines does not comply with this AGREEMENT or has not been satisfactorily completed. Acceptance of work shall not be unreasonably held.

   This AGREEMENT is valid and enforceable only if sufficient funds are made available to NSCRCD by the GRANTOR. In addition, this AGREEMENT is subject to any additional restrictions, limitations, or conditions enacted by the STATE which may affect the provisions, terms, or funding of the GRANT in any manner. If the GRANTOR does not allocate sufficient funds to cover the scope and work set forth in Exhibit A, DISTRICT may terminate the AGREEMENT in accordance with Section 7 of this AGREEMENT or amend this AGREEMENT to reflect any reduction of funds.

6. Travel and Other Expense Reimbursement. If the reimbursement of travel or per diem costs are authorized by this AGREEMENT, they will be included as a line item in Exhibit A of this AGREEMENT.

Such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from NSCRCD and the GRANTOR.

All other expenses not included in Exhibit A must be pre-approved in writing by NSCRCD. All time and expenses related to services provided under the AGREEMENT for which ACRCD seeks reimbursement shall be listed by date, description, and amount on the invoice; receipts shall be required to support all expenses.

ACRCD shall submit any and all subcontracts in writing to NSCRCD for pre-approval prior to execution if reimbursement of subcontractor expenses will be requested.

7. Term/Termination. This AGREEMENT shall become effective as of May 15, 2026 once signed by both PARTIES. ACRCD is retained on a non-exclusive basis to render services commencing on the effective date listed on the AGREEMENT and ending upon successful close-out of the GRANT. 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, ACRCD shall immediately provide DISTRICT with an accounting of all unreimbursed expenses and will be paid for all authorized and completed work performed up to and including the termination date. Any such termination shall be without prejudice to any obligations or liabilities of NSCRCD or ACRCD already incurred prior to such termination.

8. Relationship of Parties. All work is to be done in accordance with NSCRCD's specifications, and the results and deliverables of such work shall be subject to NSCRCD's reasonable acceptance. It is understood that the services ACRCD will perform hereunder will be in its professional capacity as an independent contractor, and at no time shall ACRCD be deemed an officer or employee or agent of NSCRCD or GRANTOR, nor shall they have the authority to obligate NSCRCD or GRANTOR in any manner.

9. Disclosure. ACRCD will disclose any outside activities or interests that may or actually conflict with the interests of NSCRCD. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that ACRCD may be involved with on behalf of NSCRCD.

10. Brown Act. ACRCD acknowledges and understands the requirements of the Ralph M. Brown Act (California Government Code Section 54950 et seq.), including the prohibition of non-public meetings or communications among a majority of NSCRCD's Directors to develop a collective concurrence on a matter to be considered by NSCRCD. ACRCD understands that it is the responsibility of NSCRCD to ensure compliance with the Brown Act, and ACRCD will cooperate fully with NSCRCD in its efforts to comply.

11. Injuries. ACRCD acknowledges their obligation to obtain appropriate insurance coverage for the benefit of ACRCD. ACRCD waives any rights to recovery from NSCRCD for any injuries that ACRCD may sustain while performing services under this AGREEMENT or that are a result of the negligence of ACRCD.

12. Insurance Requirements. ACRCD shall maintain, at its sole cost and expense and for the duration of this AGREEMENT, commercially reasonable insurance coverage applicable to the services being provided, including automobile liability insurance for any vehicles used in connection with the services and, where required by law, workers' compensation insurance. For professional or technical consulting services, ACRCD shall also maintain professional liability (errors and omissions) coverage customary for the type of services being performed. Unless otherwise approved in writing by NSCRCD, liability coverage shall be maintained in an amount of not less than $1,000,000 per person per occurrence for bodily injury and property damage combined [NOTE: this for professional consultants not including engineers; engineers shall require an aggregate of two million dollars ($2,000,000)]. ACRCD shall provide NSCRCD with certificates of insurance evidencing required coverage prior to commencement of work and upon renewal of coverage during the term of this AGREEMENT. Where required by the applicable GRANT or requested by NSCRCD based upon the nature of the services being provided, ACRCD shall cause NSCRCD, and its respective officers, directors, employees, agents, and volunteers to be included as additional insured with respect to liability arising out of ACRCD's services under this AGREEMENT. ACRCD shall maintain continuous professional liability coverage during the term of this AGREEMENT and for at least three (3) years beyond final close-out of the GRANT. In the event insurance coverage expires at any time, ACRCD shall provide prior to said expiration date a new certification of insurance evidencing coverage as provided for herein. . ACRCD shall provide at least 30 days advance written notice to NSCRCD of cancellation or material reduction in coverage.

13. Prevailing Wage Compliance. ACRCD acknowledges that certain services performed under this AGREEMENT may constitute "public works" subject to the California Prevailing Wage Laws (Labor Code section 1720 et seq). ACRCD shall be solely responsible for determining the applicability of prevailing wage requirements to the services performed under this AGREEMENT and, where appliable, shall comply with all requirements of the California Labor Code, including payment of prevailing wages, employment of properly registered contractors and subcontractors, maintenance and submission certified payroll records, and compliance with apprenticeship requirements. ACRCD shall require all subcontractors performing work under this AGREEMENT to comply with applicable prevailing wage laws. ACRCD agrees to indemnify, defend and hold harmless NSCRCD, the GRANTOR, their officers, employees, agents, and representatives from and against any claims, penalties, liabilities, costs, or expenses arising out of ACRCD's failure to comply with applicable prevailing wage requirements.

14. COVID-19 Requirements. ACRCD shall follow Federal, State, and local orders, guidelines and directives related to COVID-19. If requested to do so by NSCRCD, ACRCD agrees to practice physical distancing and wear face covers in accordance with current California Department of Public Health ("HEALTH") guidelines. In the event ACRCD exhibits COVID-like symptoms, ACRCD agrees that they will not perform services under this AGREEMENT unless they can work remotely, is quarantined for the number of days recommended by the relevant health authority, or has a negative test result.

15. Assurances. ACRCD 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.

    ACRCD's implementation of the GRANT must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-

governmental requirements that apply to the GRANT (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

ACRCD's implementation of the GRANT must comply with the California Business and Professions Code. ACRCD shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). DISTRICT cannot provide advice about Business and Professions Code compliance.

16. Indemnity. ACRCD agrees to indemnify, defend, and hold NSCRCD and its clients, 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 out of or on account of ACRCD's performance of its services hereunder. NSCRCD agrees to indemnify, defend, and hold ACRCD 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 out of or on account of NSCRCD's performance hereunder.

    ACRCD also agrees to indemnify, defend, and save harmless the State of California ("STATE") and GRANTOR and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

    GRANTOR separately has agreed to indemnify, defend, and save harmless DISTRICT and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by GRANTOR in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of GRANTOR or its officers, agents, and employees.

17. Non-Discrimination Policy.
    During the performance of this contract, ACRCD and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, caste, marital status, use of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, use of pregnancy-disability leave or reasonable accommodation. ACRCD and its subcontractors shall take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. ACRCD and subcontractors shall comply with the provisions of the Fair Employment and Housing Act(Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implanting Government Code, § 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). ACRCD 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. ACRCD shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

18. Performance and Assignment. ACRCD 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 NSCRCD.

19. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered mailed electronically to the party noted below and confirmation of receipt is provided by the recipient. If confirmation of receipt is not received by the noticing party within two business days, notice may be alternatively provided by certified mail to the mailing address.

| DISTRICT: | ACRCD: |
|---|---|
| North Santa Clara RCD | Alameda County RCD |
| 888 N 1st Street, Ste 204 | 3585 Greenville Road, Ste 2 |
| San Jose, CA 95112 | Livermore, CA 94550 |
| smoreno@gcrcd.org | marilyn.harvey@acrcd.org |

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.

20. Dispute Resolution. ACRCD shall continue with its responsibilities under this Agreement during any dispute. The Parties agree to first attempt to settle any disputes arising from this AGREEMENT via non-binding arbitration conducted by an arbitrator jointly selected by the Parties. Fees for the arbitrator shall be split equally between the Parties.

21. Entire Agreement. This AGREEMENT, inclusive of all exhibits and attachments, 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.

22. Amendment. This AGREEMENT may be modified or amended if the amendment is made in writing and is signed by both parties.

23. 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.

24. 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.

25. Applicable Law. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California.

IN WITNESS HEREOF, the Parties hereto have executed this AGREEMENT as of the effective date listed on the first page of the AGREEMENT.

DISTRICT:
Signed: Stephanie Moreno
Stephanie Moreno, District Manager

ACRCD: Marilyn Harvey
Signed: _____
Marilyn Harvey, Executive Director

# EXHIBIT A: Scope of Work and Budget

## Scope of Work

ACRCD's scope of work will include wildlife surveys using both traditional methods and eDNA analysis; permitting for state, federal, and local authorizations to enable prospective restoration and management activities; habitat conservation planning for adaptive management of the property, as well as an effective monitoring plan; and project coordination amongst the project lead (NSCRCD), the subcontractor team, the landowners, and CDFW.

*Tasks:*

1. *Biological Surveys:* ACRCD staff will review California Natural Diversity Database (CNDDB) results from the landowners' current (in-process) LSAA background documentation. Field work will include physical surveys for herptile, avian, and fish species using visual, aural, and dip net methods. Non-targeted species observed incidentally will also be recorded. Photo monitoring points will be established. A Biological Assessment Report will be produced based on survey results.

   Deliverables:
   - Field survey data for herptile, avian, and fish species contributing to the Natural Resources Assessment
   - Biological Assessment Report summarizing background habitat documentation (CNDDB) and survey data

2. *eDNA Surveys:* ACRCD staff will collect water samples with specialized filters to capture environmental DNA (eDNA). Two sampling episodes will be conducted in each of two years (four episodes) during the early spring and early summer seasons. Each episode will include eDNA sampling at each of the four ponds, one wetland/stream area, and two alternate areas to be identified. (Sampling requires adequate water to collect; insufficient water on the landscape, such as a seasonally dry pond, will reduce sampling.) Sampling episodes will be conducted in concert with physical biological surveys to reduce travel and labor costs.

   Deliverables:
   - Four episodes of eDNA sampling of approximately 14 sample filters each (7 locations x 2 filters each) across a two-year period
   - Raw data from the eDNA analytic lab and a written summary of the results produced by ACRCD

3. *Permitting:* ACRCD staff will develop permit applications to enable restoration and management actions recommended by the Project. Permits handled by ACRCD are expected to include Regional Water Quality Control Board 401 and Waste Discharge Requirements; secondary CDFW LSAA (1600 Agreement); County grading permit; consultation with U.S. Army Corp of Engineers. ACRCD will not lead CEQA permitting nor the primary LSAA that is currently being pursued by the landowners. Costs included are for staff time and exclude permit fees.

   Deliverables:
   - Permit applications prepared in support of near-term restoration and management action identified by the Project:
     - RWQCB 401 and WDRs
     - CDFW LSAA (secondary to the landowners' initial LSAA)
     - County grading permit

- USACE consultation

4. *Habitat Management Planning:* ACRCD staff will develop plans to guide future restoration and management of the property. Conservation planning will be informed by background documentation developed by the landowner, feedback from CDFW, as well as biological surveys conducted by ACRCD, and work completed by other members of the Project team. Focal areas include pond structural management, aquatic habitat and wildlife, herptiles, invasive aquatic species, and vegetation improvements to manage erosion, control noxious weeds, and enhance habitat.

   Deliverables:
   - Habitat Management Plan that provides guidance for restoring and maintaining native habitat such as high-quality foraging, sheltering, and migratory corridors important for special status and sensitive species.
   - Aquatic Invasive Species Management Plan describing biological and natural resource assessments and best available science to support short-term and long-term management of aquatic invasive species and rationale for not recommending any management options.
   - Monitoring and Reporting Plan to document conditions over time and provide effectiveness tracking of restoration and management activities.
   - Support development of the Long-term Adaptive Management Plan to assist in monitoring project successes and Project maintenance.

5. *Project Coordination and Administration:* ACRCD will support NSCRCD's coordination of the project activities and the exchange of information across the Project team. ACRCD's internal team and subcontract budget will be managed for effective delivery of this scope of work. ACRCD will not duplicate NSCRCD's responsibilities as the Project and grant lead (e.g., subcontractor administration, overall reporting to CDFW, etc.).

   Deliverables:
   - Participation in and facilitation support of Project team meetings and communication
   - Subcontract invoicing and oversight

Other Tasks and Deliverables as required by NSCRCD and that are supported by the allocated budget.

*Schedule:*
ACRCD will perform services in accordance with all applicable PROJECT schedules and reporting deadlines as defined by GRANT requirements and DISTRICT. Estimated time to complete project is two years from execution of GRANT.

## Budget

Rates and level of effort are as follows:
- *Biologist,* 222 hours @ $162.04
- *Resource Conservationist, 298 hours @ $127.78*
- *Resource Conservationist,* 118 hours @ $108.10
- *Resource Conservationist,* 110 hours @ $95.95
- *Accountant,* 24 hours @ $126.30
- *Chief Operating Officer (Project Lead),* 108 hours @ $169.63
- *Chief Executive Officer (Accounting and Executive Oversight),* 14 hours @ $174.35

If travel reimbursement is budgeted and authorized, it will be reimbursed in accordance with the current federal mileage reimbursement rate and per diem rates for the locality visited. Material expenses that are budgeted and authorized will be documented with digital copies of receipts. Table 1 below summarizes the estimated distribution of labor and expenses by task.

Line item allocations set forth by task in the following budget are estimates based upon preliminary analysis of the proposed project and may need to be modified as the project is implemented. Line item modifications do not constitute an amendment to the agreement, but do require CONTRACTOR's advance consultation with the DM, who will document their approval via email or other written correspondence.

| Task | Description | Total |
|---|---|---|
| 1. | Biological surveys | $17,389.20 |
| 2. | eDNA surveys | $2,447.72 |
| 3. | Permitting | $20,081.84 |
| 4. | Habitat conservation planning | $55,367.16 |
| 5. | Project Management and Coordination | $25,867.84 |
| | **Subtotal: Personnel** | **$ 121,153.76** |
| | Shipping costs for eDNA samples | $600.00 |
| | eDNA sample laboratory analysis fees | $8,400.00 |
| | **Total** | **$130,153.76** |

# EXHIBIT B: Grant Agreement and Exhibits

(documents follow this cover page)