SERVICES AGREEMENT – GRANT-RELATED SERVICES

Effective Date: May 15, 2026

This Agreement ("AGREEMENT") is made by and between Philip Brownsey ("CONTRACTOR") and the North Santa Clara Resource Conservation District ("DISTRICT"), each a "Party" and collectively, "the Parties." CONTRACTOR is an independent contractor with experience in the development of grazing management plans for the conservation of sensitive habitats and has agreed to provide services to the DISTRICT 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. CONTRACTOR shall provide services and be paid by the DISTRICT 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 twenty-one thousand six-hundred twenty-four dollars ($21,624.00) without prior written authorization from DISTRICT. CONTRACTOR will notify the DISTRICT 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 the DISTRICT.

2. Grant Compliance. CONTRACTOR 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). CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR agrees that any information and material they develop in their performance of services under this AGREEMENT shall be the property of the

DISTRICT, and that any information and material provided to the CONTRACTOR by the DISTRICT in order for the CONTRACTOR to provide services under this AGREEMENT shall remain the property of the DISTRICT. CONTRACTOR 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 the DISTRICT 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.

In addition, CONTRACTOR 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. CONTRACTOR further agrees to abide by requirements of the DISTRICT'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 the DISTRICT and is the contract manager for this AGREEMENT. To ensure consistency and efficiency, the CONTRACTOR shall coordinate communications and service-related matters through the DM. The DISTRICT reserves the right to review and approve the results, deliverables, and outcomes of the services set forth in Exhibit A, but the CONTRACTOR retains sole discretion and responsibility for the methods, materials, and means by which such services are performed. 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 consult with the DM in advance of any such action to determine the best path forward. 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 prior, written permission from the other Party.

5. Payment. CONTRACTOR shall submit invoices to the DISTRICT 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. The DISTRICT shall review each invoice and notify CONTRACTOR 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 the DISTRICT'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 the DISTRICT 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 the DISTRICT 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 the DISTRICT and the GRANTOR.

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

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

7. Term/Termination. CONTRACTOR 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, CONTRACTOR 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 the DISTRICT or the CONTRACTOR already incurred prior to such termination.

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

9. Disclosure. CONTRACTOR will disclose any outside activities or interests that may or actually conflict with the interests of the DISTRICT. 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 the DISTRICT.

10. Brown Act. The CONTRACTOR 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 the DISTRICT's Directors to develop a collective concurrence on a matter to be considered by the DISTRICT. The CONTRACTOR

understands that it is the responsibility of the DISTRICT to ensure compliance with the Brown Act, and the CONTRACTOR will cooperate fully with the DISTRICT in its efforts to comply.

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

12. Insurance Requirements. CONTRACTOR 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, CONTRACTOR shall also maintain professional liability (errors and omissions) coverage customary for the type of services being performed. Unless otherwise approved in writing by the DISTRICT, 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)]. CONTRACTOR shall provide the DISTRICT 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 the DISTRICT based upon the nature of the services being provided, CONTRACTOR shall cause the DISTRICT, and its respective officers, directors, employees, agents, and volunteers to be included as additional insured with respect to liability arising out of CONTRACTOR's services under this AGREEMENT. CONTRACTOR 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, CONTRACTOR shall provide prior to said expiration date a new certification of insurance evidencing coverage as provided for herein. . CONTRACTOR shall provide at least 30 days advance written notice to the DISTRICT of cancellation or material reduction in coverage.

13. Prevailing Wage Compliance. CONTRACTOR 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). CONTRACTOR 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. CONTRACTOR shall require all subcontractors performing work under this AGREEMENT to comply with applicable prevailing wage laws. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, the GRANTOR, their officers, employees, agents, and representatives from and against any claims, penalties, liabilities, costs, or expenses arising out of CONTRACTOR's failure to comply with applicable prevailing wage requirements.

14. COVID-19 Requirements. CONTRACTOR shall follow Federal, State, and local orders, guidelines and directives related to COVID-19. If requested to do so by the DISTRICT, CONTRACTOR agrees to practice physical distancing and wear face covers in accordance with current California Department of Public Health ("HEALTH") guidelines. In the event CONTRACTOR exhibits COVID-like symptoms, CONTRACTOR 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. 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.

    CONTRACTOR'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.

    CONTRACTOR's implementation of the GRANT must comply with the California Business and Professions Code. CONTRACTOR 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. CONTRACTOR agrees to indemnify, defend, and hold the DISTRICT 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 CONTRACTOR's performance of its services hereunder. The DISTRICT 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 out of or on account of the DISTRICT's performance hereunder.

    CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.). Contractor 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 CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

18. 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 DISTRICT.

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:	CONTRACTOR:
North Santa Clara RCD	Philip Brownsey
888 N 1st Street, Ste 204	
San Jose, CA 95112	
smoreno@gcrcd.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. CONTRACTOR 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:	CONTRACTOR:
Signed: _____	Signed: _____
Stephanie Moreno, District Manager	Philip Brownsey

EXHIBIT A: Scope of Work and Budget

Scope of Work

1. CONTRACTOR will conduct a site inventory of a privately-owned 900-acre property in the vicinity of the junction of Alameda, Santa Clara, and Stanislaus Counties to assess rangeland health, rangeland resource concerns, and identify existing and needed infrastructure. Existing conditions will be mapped in GIS. The site inventory will not include a detailed botanical inventory.
2. The contractor will map grassland plant communities following NRCS state-transition models where ecological site descriptions are available, otherwise by dominant species types.
3. The contractor will meet remotely, as needed and approved by the DISTRICT, with the District, with other DISTRICT subcontractors; with the landowner or their representatives to discuss their goals and objectives for the property, and with GRANTOR, as needed and approved by DISTRICT.
4. The contractor will develop a grazing management plan, assessing grazing capacity based on vegetation and soils, identifying necessary infrastructure developments, and alternative grazing practices that achieve the DISTRICT, landowner, and GRANT goals and objectives, with options for infrastructure improvements and conservation practices that may facilitate achieving these goals and objectives. One revision of the plan is anticipated based on DISTRICT and/or GRANTOR feedback.
5. The contractor will be available to review the final plan with the DISTRICT, landowner, subcontractors, and GRANTOR to answer any questions and ensure the plan is well explained as to how it addresses conditions on the ground; review to be provided during a site visit or remotely, as determined by the District.

Budget

Services will be provided on a time and materials basis. Time will be charged at $160 per hour for the subcontractor's time. Mileage will be reimbursed in accordance with the current federal mileage reimbursement rate at the time the expense is incurred. Travel will be reimbursed at the current federal per diem rates for the locality visited.. Material expenses 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 District Manager, who will document their approval via email or other written correspondence.

Task	Description	Total
1.	Site inventory and assessment; grassland community mapping.	$ 9,280.00
2.	Grazing management plan discussion, development, and presentation.	$ 8,160.00
3.	Workshop preparation and presentation.	$ 2,240.00
	Subtotal: Personnel	**$ 19,680.00**
	Supplies and Equipment	$ 90.00
	Mileage and Travel	$ 1,854.00
	Total	**$ 21,624.00**

EXHIBIT B: Grant Agreement and Exhibits

(documents follow this cover page)