
CONTRACT FOR SERVICES, Agreement #2026-AK-5

1. This Contract for Services (“Contract”) is entered into between Solano Resource Conservation District (“SRCD”) and North Santa Clara Resource Conservation District (“Contractor”).

2. The Term of this Contract is: January 1, 2026 – June 30, 2026

3. The maximum amount of this Contract is: **\$4,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on January 1, 2026 and the parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

Solano Resource Conservation District

CONTRACTOR



Chris Rose
Executive Director
Solano Resource Conservation District
1170 N. Lincoln St, Suite 110
Dixon, CA 95620

Stephanie Moreno
Executive Director
North Santa Clara Resource Conservation District
1650 Berger Dr, Rm 211
San Jose, CA 95112
EIN: _____

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

GBACH governance committee activity

- a. Monthly meetings
- b. Adoption of Strategic Plan
- c. Adoption of MOU
- d. Collaboration on funding opportunities

SRCD SHALL BE RESPONSIBLE FOR THE FOLLOWING:

SRCD staff shall provide support and oversight in a collaborative manner to assist in the completion of the tasks that are outlined above. Invoices will be paid using the method outlined in Exhibit B.

This is a subcontract from a larger project funded by the Carbon Cycle Institute; that larger Scope of Work is below. Contractor is responsible only for the portion of the larger project that is detailed above and circled in red below.

Activity	quantity	unit	rate	total	Deliverables
Hub meetings, general coordination, management of shared resources and opportunities, participation in Statewide Hub activities	20	hour	\$ 97.00	\$ 1,940.00	GBACH Needs Assessment in conjunction with those of other Hubs, collaboration among Hubs on outreach material, expertise, training opportunities and capacity building
Hub meetings, general coordination, management of shared resources and opportunities, participation in Statewide Hub activities	20	hour	\$ 90.00	\$ 1,800.00	
Participation in regional agriculture/climate planning efforts (BARCAP, local CAPs, etc.)	15	hour	\$ 97.00	\$ 1,455.00	Alignment of local planning processes with Hub goals and objectives
Participation in Hub Policy Workgroup	20	hour	\$ 97.00	\$ 1,940.00	Coordinated Statewide program development
GBACH meetings, governance committee activity, and finalization of GBACH strategic plan	20	hour	\$ 97.00	\$ 1,940.00	Signed MOU among GBACH members, collaboration on funding opportunities and project implementation, development of Hub priorities, adoption of strategic plan
GBACH meetings, governance committee activity, and participation with regional climate/ag efforts	5	lump	\$ 2,200.00	\$ 11,000.00	
TOTAL				\$20,075.00	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET

Total budget = \$4,000.00

2. METHOD OF PAYMENT

a. Upon submission of an invoice by Contractor, and upon approval of SRCD, SRCD shall pay Contractor quarterly in arrears for fees and expenses incurred the prior quarter, up to the maximum amount provided for in Section 3 of this Contract. Each invoice must specify services rendered, date of service and the accrued charges.

b. SRCD will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, SRCD will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for SRCD's receipt of a final claim for payment 30 days after termination of this Contract.

3. LIMITATIONS OF PAYMENT

a. SRCD will pay Contractor for services rendered from January 1, 2026 through June 30, 2026.

b. Total payments shall not exceed \$4,000.00.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TERMINATION

A. This Contract may be terminated by SRCD or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

2. WARRANTY

A. SRCD relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SRCD's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

3. INSURANCE

A. Without limiting Contractor's obligation to indemnify SRCD, Contractor shall maintain the following insurance during the term of this Contract:

(1) Commercial general liability insurance written on an occurrence basis for all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract, written on a Commercial General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate.

(2) As required by the Labor Code of the State of California, Workers' Compensation insurance, for Contractor and employees of Contractor. All Workers' Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving prior notice to SRCD in writing."

B. Each required commercial general liability and/or malpractice insurance policy shall be endorsed by Contractor's insurance carrier with the following specific language:

(1) Solano Resource Conservation District, its officers, agents and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of the parties' Contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by Carbon Cycle Institute shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be reduced or canceled without 30 days written notice to SRCD.

C. This Contract shall be of no force or effect until Contractor provides proof of appropriate insurance to Risk Management and the department's Contract Manager.

4. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of Solano Resource Conservation District, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of Solano Resource Conservation District. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

5. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of SRCD. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against SRCD for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold SRCD harmless from any liability which SRCD may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of SRCD except as to the final result contracted for under this Contract. SRCD may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to SRCD under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold SRCD harmless from any claims that may be made against SRCD based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

6. DISCLOSURE REQUIREMENT

Any document or written report prepared in whole or in part pursuant to this Contract shall contain a disclosure statement indicating that the document or written report was prepared through agreement with SRCD. The disclosure statement shall include the contract number and dollar amount of all agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

7. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SRCD or Contractor other than those contained.

8. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

9. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.