

**SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
GUADALUPE-COYOTE RESOURCE CONSERVATION DISTRICT**

THIS AGREEMENT (“Agreement”), made and entered into this 31st day of January 2021 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **GUADALUPE-COYOTE RESOURCE CONSERVATION DISTRICT**, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, RCD has received funding from the USDA Natural Resource Conservation Service (NRCS) to provide post-disaster technical assistance in areas that burned in the Santa Clara Unit (SCU) Lightning Complex fire; and

WHEREAS, RCD desires to use the professional services of **CONTRACTOR**; and

WHEREAS, **CONTRACTOR** has the professional and administrative ability to implement such services; and

WHEREAS, RCD and **CONTRACTOR** desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. **CONTRACTOR** will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Post Disaster Technical Assistance – Guadalupe-Coyote RCD - *Scope of Services*, hereinafter referred to as “**PROJECT**”, which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on January 31, 2021 and terminate on December 31, 2021.

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than November 30, 2021 unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by **CONTRACTOR**.

4. Compensation.

- a. In consideration of the services provided by **CONTRACTOR** in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay **CONTRACTOR** an amount not to exceed EIGHT THOUSAND DOLLARS, (\$8,000.00) for the successful and timely completion of the specified services. In no event shall RCD’s total fiscal obligation under this Agreement exceed EIGHT

THOUSAND DOLLARS, (\$8,000.00). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.
- 5. Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
- 6. Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.
- 7. Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,
- 8. Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
- 9. Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
- 10. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-

agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. Independent Contractor Status. The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

13. Standard of Professionalism. CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

14. Ownership of Materials. Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

15. Indemnification. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

16. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

a. **General Nondiscrimination:** CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. **Equal Employment Opportunity:** CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. **Discrimination Against Individuals with Disabilities:** The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. **History of Discrimination:** CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019

To CONTRACTOR: Stephanie Moreno, Executive Director
Guadalupe-Coyote Resource Conservation District
88 N 1st. Street, Suite 204, San Jose CA 95112

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

21. Termination. This Agreement may be terminated for any of the following reasons:

- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
- b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: Jan 30, 2021 By: *Stephanie Moreno*
Stephanie Moreno, Executive Director
Guadalupe-Coyote Resource Conservation District

Date: Feb 1, 2021 By: *Kellyx Nelson*
Kellyx Nelson (Feb 1, 2021 10:34 PST)
Kellyx Nelson, Executive Director
San Mateo Resource Conservation District

EXHIBIT A
Scope of Services

POST NATURAL DISASTER TECHNICAL ASSISTANCE
Guadalupe-Coyote RCD Proposal

Purpose:

The Santa Clara Unit (SCU) Lightning Complex wildfires burned in the Diablo Range in California in August and September 2020. The fires impacted property owners in six (6) counties, including the eastern portion of Santa Clara County. This proposal is for Guadalupe-Coyote Resource Conservation District (GCRCD) to provide post natural disaster technical assistance and outreach to people affected by the fires within the SCU fire area.

Deliverables:

1. GCRCD shall provide technical assistance to 15 landowners/leaseholders for post natural disaster recovery which may include and limited to:
 - a. Assisting NRCS in contacting customers to coordinate post natural disaster field assessments.
 - b. Assisting NRCS with conducting post natural disaster field assessments.
 - c. Identifying potential Emergency Watershed Protection projects.
2. GCRCD shall conduct 2 outreach events for people affected by natural disaster which may include and limited to:
 - a. Assist in coordination of multi-agency meetings and outreach discussing NRCS programs that would be accomplished, including environmentally sensitive vegetation management and other work that will continue the support of forest health, fire resiliency, and agreement administration.
 - b. Distribute NRCS education materials.
3. Assist NRCS with translation services to customers as needed.

Milestones:

1. On a quarterly basis, GCRCD will report the number of landowners/leaseholders assisted; outreach events held; and the number of participants reached in the outreach events to SMRCD.
2. Provide post natural disaster recovery technical assistance or outreach events for 15 landowners/leaseholders no later than March 31, 2021.
3. Provide post natural disaster recovery technical assistance or outreach events for 15 landowners/leaseholders no later than November 30, 2021.

Budget:

Executive Director (30 hours @ 66.00)	\$1,980.00
Program Manager (150.5 hours @ 40.00)	\$6,020.00
Total:	\$8,000.00

EXHIBIT B INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.

2. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.