



North Santa Clara Resource Conservation District
(formerly the Guadalupe-Coyote RCD)

An independent special district of the State of California

SERVICES AGREEMENT – GRANT-RELATED SERVICES

Effective Date: [insert effective date]

This Agreement (“AGREEMENT”) is made by and between [insert name] (“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 [insert type of services] and has agreed to provide services to the DISTRICT in support of [insert the name and number of the grant agreement (GRANT AGREEMENT)]. Therefore, the Parties agree as follows:

1. Description of Services. CONTRACTOR shall provide services set forth in the Scope of Work (Exhibit A) and be paid by the DISTRICT for services rendered using the budget and rates set forth in the Budget and Rate Schedule (Exhibit B). Payment for services under this AGREEMENT is not to exceed [insert dollar amount in text and numbers] 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 GRANT AGREEMENT (Exhibit C). CONTRACTOR agrees to comply with all applicable terms, conditions, and requirements of the GRANT AGREEMENT 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, California Drug-Free Workplace Act (Gov. Code § 8350 et seq.), and any and all other compliance provisions set forth in the GRANT AGREEMENT and its Exhibits.
3. Confidentiality. 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 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.
4. Performance of services. ED 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 ED. The DISTRICT 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 consult with the ED 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 funding agency's 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.
6. Expense Reimbursement. Expenses not included in Exhibit B 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.
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 AGREEMENT. This AGREEMENT may be amended in writing by the DISTRICT 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.
8. Relationship of Parties. All work is to be done in accordance with the DISTRICT's specifications and in a manner and subject reasonably acceptable by the DISTRICT. 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 employee or agent of the DISTRICT, nor shall they have the authority to obligate the DISTRICT 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 occurrence for bodily injury and property damage combined. 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 AGREEMENT or reasonably request by the DISTRICT based upon the nature of the services being provide, CONTRACTOR shall cause the DISTRICT, the grant funding agency, and their 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 coverage during the term of this AGREEMENT and shall provide reasonable 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 applicable, 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, its 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.
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 out of or on account of the DISTRICT's performance hereunder.
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, denial 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, denial of pregnancy disability leave or reasonable accommodation. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment,. 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.

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:
 North Santa Clara RCD
 888 N 1st Street, Ste 204
 San Jose, CA 95112
 smoreno@gcrccd.org

CONTRACTOR:
 [insert name]
 [insert mailing address]
 [insert city, state, zip]
 [insert email]

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.

19. Dispute Resolution. 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.
20. 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.
21. Amendment. This AGREEMENT may be modified or amended if the amendment is made in writing and is signed by both parties.
22. 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.
23. 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.
24. 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 on the first page of the agreement.

DISTRICT:

Signed: _____

Stephanie Moreno, District Manager

CONTRACTOR:

Signed: _____

[insert signatory's name and title]

EXHIBIT A: Scope of Work

Scope of Work:

The CONTRACTOR's work is directed by the DM. The DM may revise the scope of work in consultation with the CONTRACTOR, as needed to complete the project.

[insert scope from grant]

EXHIBIT B: Budget and Rates

Budget:

Line item allocations set forth by task in the following schedule 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 ("DM") for the DISTRICT, who will document their approval via email or other written correspondence.

| | Task/Milestone/Deliverable | Budgeted Hours | Maximum Amount |
|--------------|----------------------------|----------------|----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| Total | | | |

Rates:

CONTRACTOR's rates are set forth below and may be adjusted each fiscal year upon request and subsequent approval by the DM.

[insert rate sheet]

EXHIBIT C: Grant Agreement and Exhibits
(documents follow this cover page)