

RCD

The Resource Conservation District of Santa Cruz County
820 Bay Avenue, Suite 136, Capitola, CA 95010

Contract #
2022-CSA-12

Herein after called RCD and:

CONSULTANT

Name: Camara Environmental Consulting
Address: PO Box 427
Capitola, CA 95010

Hereinafter called the CONSULTANT for: Technical support on various, specific projects

EXHIBITS

Whereas, the RCD is a local special district organized under the laws of the State of California. The RCD receives operating funds from local taxes, grants, partnerships and fundraising activities; and

Whereas, the RCD has received funding from a variety of sources to implement various programs and projects focused on watershed restoration and species recovery, including the permit coordination program and agriculture conservation planning; and

Whereas, the CONSULTANT possesses certain skills, experience, education and competency to perform the special services, and the RCD desires to engage the CONSULTANT for such special services upon the terms provided; and

Whereas, pursuant to provisions of Division 9 of the California Public Resources Code, § 9408 the RCD is authorized to enter into an agreement for such services. Now, therefore, the parties here to do mutually agree as set forth in:

<u>Check if Attached</u>	<u>Exhibit</u>	<u>Title</u>
<input checked="" type="checkbox"/>	A	Scope of Work/Services/Schedules
<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
<input checked="" type="checkbox"/>	C	Standard District Provisions
<input checked="" type="checkbox"/>	D	Grant Conditions and Special Conditions
<input type="checkbox"/>	X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference, except that if a provision contained in Exhibit "D" is found to conflict with any other provision of this Agreement, the provision contained in Exhibit "D" shall prevail.

TERM/SIGNATURES

In Witness Whereof, the RCD and the CONSULTANT have executed this Agreement to be effective:

July 1, 2022 through June 30, 2023

CONSULTANT

RCD

RCD Contract Manager: Lisa Lurie

Contract Not to Exceed Amount: \$ 216,000

CONSULTANT:

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

EXHIBIT A – Scope of Work

CONSULTANT agrees to exercise special skill to accomplish the following results:

The following is a list of active Work Programs for each Grant for which the CONSULTANT will exercise special skill to accomplish the following results. Amendments to CONSULTANT scopes of work and budget for each Grant Project will be recorded in a living document “Technical Director_2022-CSA-02 Camara, Kelli_B-1 Budget” (Exhibit B-1) stored on Laserfiche in the folder: RCDSCC\Administration\Contracts/Agreements - Back Office\Camara, Kelli If there are discrepancies between the number of hours or mileage amount indicated in Exhibit A and Exhibit B-1, Exhibit B-1 shall prevail. Allocations are subject to the terms of the funding source. The Grant Agreements and approved Work Programs for each Grant will be stored on Laserfiche in the folder: RCDSCC\Administration\Contracts/Agreements - Back Office\Camara, Kelli\Work Programs\02 Current Approved Work Programs and may be amended from time to time, and new Work Programs may be added.

1. CC: 2021 IWRP: Task 3. Permit Coordinator Work Program. Anticipated activities include providing technical and permitting assistance to complete the following tasks: Support IWRP TAC oversight and strategic program development, Provide technical assistance on identification, design and permit phases of IWRP projects. Remaining Assistance Limited to (ALT) \$42,132.50
2. CC: Forest Health: Support the RCD on project permitting and participating in local permit coordination and streamlining strategy discussions for fuels management projects. Conduct project scoping and development of forest health and fire resiliency projects with local and regional partners. Remaining Assistance Limited to (ALT)\$3,217.50
3. CC: Watsonville Slough Farms: Provide support to Waterways Consulting, Inc to finalize the project designs and specification consistent with project permits and grant requirements, including Stormwater Prevention Pollution Plan or exemption from the State Water Board. Develop the project bid solicitation and final construction contract document. Oversight of construction related activities, biological monitoring and permit compliance. Provide workers education and coordinate with Watsonville Wetlands Watch for on-going revegetation activities. Coordinate validation performance and project management. Remaining Assistance Limited to NTE \$26,325.00 mileage \$174.38
4. Co of SC: Branciforte Salmonid: Support RCD Staff to help with reporting to permitting agencies, mid-construction season and annual report. Remaining Assistance Limited to NTE \$2,485.00

CONSULTANT:

5. LTSCC: Grant Proposal NW: Support review of the 10-year management for accomplishment of goals and seek funding opportunities to complete plan implementation. Remaining Assistance Limited to NTE \$11,082.50.
6. PAL: ZAC2 Basin Yr 2-5 PIR: Support in monitoring the ZaC 2, No Name Creek Bank Stabilization Project, implemented under the PIR program in 2019, formerly Cemex: Sediment Basin. The property has a new owner and outstanding tasks for permit compliance will be completed by 2025. Remaining Assistance Limited to NTE \$1,500.00
7. PGE: Buena Vista Pond 2: Support RCD Staff in planning, permitting and construction of a pond at Buena Vista project site, including construction oversight and project management. Tasks are detailed in linked work program. Remaining Assistance Limited to NTE \$1,680.00
8. PGE: Yellowbank Rest. Site #1. As per the agreement dated 02/02/2018, support RCD staff to design and implement, or cause to be designed or implemented, a project that removes accumulated material from approximately 1.75 acres of the Yellowbank Pond. Monitor the site during construction and following construction for performance with desired outcomes. Conduct site visits, participate in meetings, and secure all necessary regulatory permissions, as needed. Remaining Assistance Limited to NTE \$10,465.00 Mileage NTE \$258.34.
9. RCD: General. ALT\$10,000

When not billable to other grants:

- Assist with project identification and development (with particular focus on wetland restoration and amphibian recovery projects), approaches to permitting and development of project work plans and programs for which there is not specific funding sources.
- Provide training and support to RCD staff on project permitting, the renewed PIR program, and project management (bidding, contracting, etc.)
- Advise on In Lieu Fee and other mitigation funded program development and implementation of the Regional Conservation Investment Strategy
- Advise on the Recharge Net Metering Program (supporting third party certifier activities, permitting and water rights discussions, and pursuit of ongoing program funding)
- Participate in state level permit coordination discussions as needed
- With approval from the Executive Director, attend workshops and meetings, on behalf of the RCD, in support of RCD programs and initiatives

CONSULTANT:

- Identify program-level obstacles and shortfalls and communicate concerns with the RCD Executive Director or staff
 - Provide technical advice to the Executive Director and staff in conducting natural resources programs.
 - Communicate directly with funder(s) on behalf of the RCD while ensuring coordination with RCD staff, as appropriate.
 - At the request of the Executive Director, and agreed upon by the CONSULTANT, provide leadership of grant proposal development and writing (not to exceed 10 hours per proposal and a maximum of 30 hours). CONSULTANT agrees not to bill for work supporting development of grant proposals (such as providing section content, review, and consultant scope of work and budget details).
 - Other duties as requested by the RCD and agreed upon by the CONSULTANT
10. RLF: 2021 Branciforte Dam Removal: Support RCD Staff in planning, permitting and construction of dam removal on Branciforte Creek, including construction oversight and project management. Remaining Assistance Limited to NTE\$1,495.00
11. RTC: RCIS: Support the RCD in developing a Regional Conservation Investment Strategy in collaboration with the Regional Transportation Commission of Santa Cruz County (RTC). Remaining Assistance Limited to NTE \$3,730.00
12. RWMF: 2020 Sed Reduction IRWM: Provide assistance in the implementation of high priority water quality improvement projects in association with the Road Program. Tasks include participation in the Technical Advisory Committee, support planning and design efforts, review and support permitting efforts and to provide construction oversight, biological monitoring, and species training. Remaining Assistance Limited to NTE \$7,778.50
13. RWMF: 2020 WSF IRWM: Support RCD staff in planning, permitting and implementation of the Watsonville Slough Farms Wetland Restoration Project. Tasks include CEQA documentation, permitting and right of way documentation, design support, project monitoring plan to evaluate performance, construction contract services and administration. Remaining Assistance Limited to NTE \$10,046.50
14. SCCFB: Sandhills Bluff: Annual site visit and evaluation. Time and Materials at \$150 per hour.
15. SempFund: 2021 Mill Creek Implementation: Assist RCD staff with Construction Bid support, PIR/Permit Oversight – Wetland mitigation plan reporting; CDFW permit review and reporting; coordination with agencies. Assist with on-site support during construction – workers education; pre-con meeting; pre-con surveys; construction oversight and monitoring. Assist with post-dam removal

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adaptive management plan including two site visits and written observations and recommendations.
Remaining Assistance Limited to ALT \$8,155.00

16. SLVWD: Fish Ladder Permitting: As per the agreement dated 1/23/18, provide assistance with securing regulatory permissions to implement restoration project by obtaining permits from regulatory agencies with jurisdiction over project. Coordinate between project sponsor and regulatory agencies, review designs and specifications, prepare permit applications (as necessary), conduct photo documentation or other monitoring (as necessary), attend meetings and train construction personnel, as needed. Review invoices, as requested by RCDSCC. Additionally, provide pre-construction survey, fish relocation support, workers education, construction oversight and post-construction reports to permitting agencies. Remaining Assistance Limited to NTE \$2,405.00; Mileage NTE \$79.64.
17. Springtree: 2019 DSC 1 Support RCD staff in providing PIR permitting assistance to Springtree Homeowners Association, including cooperators agreement review, review planning documents, complete wetland delineation, provide 60% and 100% designs, permitting completion and construction support and reporting to permitting agencies. Remaining Assistance Limited to ALT \$7,442.50.
18. SWRCB: 2020 SLR Sed Reduction: Provide assistance to the RCD in the implementation of high priority water quality improvement projects in the San Lorenzo River Watershed in association with the Roads Program. Remaining Assistance Limited to ALT \$5,055.00.
19. USDA: 2018 Stormwater RCPP: Support RCD staff in providing Conservation Planning and EQIP application assistance, technical assistance for stormwater collection and infiltration system assessment and planning, site assessment and prioritization, and eligible technical assistance for stormwater collection and infiltration system implementation to the RCD agreement with USDA dated September 25, 2018. Remaining Assistance Limited to ALT \$6,992.50; mileage NTE \$49.03.
20. WCB: Corridors: Support the RCD in planning the Improving Connectivity for the Endangered Santa Cruz long-toed Salamander on California Highway 1. Remaining Assistance Limited to NTE \$13,926.53.
21. Wagner Vargas Heath Adams: Fitch Creek. Provide assistance with securing regulatory permissions to implement road decommissioning project as per the agreement dated 8/22/2018. Support RCD staff to run the project through the Partners in Restoration Permit Coordination Program. Coordinate between project sponsor and regulatory agencies, review designs and specifications, prepare permit applications (as necessary), conduct photo documentation or other monitoring (as necessary), attend

CONSULTANT:

meetings and train construction personnel, as needed. Assist with landowner dispute. Remaining Assistance Limited to ALT \$2,665.00.

Additionally, the CONSULTANT will:

- Track spending and work progress related to each grant. Communicate to the RCD Executive Director, Finance Director and relevant grant manager regarding changes or updates to project or program budgets, scope, timeline, feasibility or other concerns. No overbilling without prior approval of relevant grant manager and/or Executive Director
- Provide RCD Grants Manager, Program Manager, and/or Executive Assistant with timely information to support grant and project reporting
- Monitor for potential conflicts of interest and withhold from business that would create a conflict of interest. It is the CONSULTANT's duty to notify the RCD Executive Director of any potential conflict of interest.

CONSULTANT:

EXHIBIT B – Budget, Fiscal and Payment Provisions

Compensation

- 1. Not to Exceed.** In consideration for CONSULTANT accomplishing said result, RCD agrees to pay CONSULTANT **\$216,000** on a time and materials basis as per the budget included in **Exhibit B-1**. This compensation includes any and all reimbursements due to the CONSULTANT for duties performed pursuant to this Agreement as requested by the RCD, including for materials needed to perform those services. The total contract compensation is not to exceed **\$216,000**.
- 2. No Additional Compensation.** Except as expressly provided in this Agreement, CONSULTANT shall not be entitled to nor receive from the RCD any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, CONSULTANT shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 3. Invoicing.** The CONSULTANT shall provide the RCD with invoices by the 10th of each month following the end of the quarter, as services warrant, of fees earned and costs incurred for services provided during the billing period. CONSULTANT shall submit statements for Basic and any Additional Services rendered and for Reimbursable Expenses incurred in a format acceptable to the RCD. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and the balance of funds available under this Agreement, after subtracting amounts paid to date. All statements for Services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. For Auditing purposes, Fiscal Year End invoices covering work through June 30th will need to be submitted to the RCD for processing NO LATER THAN JULY 20th.
- 4. No Withholding.** The RCD will not withhold any Federal or State income taxes or Social Security tax from any payments made by the RCD to CONSULTANT under this Agreement. Payment of all taxes and other assessments on such sums is the sole

CONSULTANT:

responsibility of CONSULTANT. The RCD has no responsibility or liability for payment of CONSULTANT's taxes or assessments.

5. Reimbursement. CONSULTANT acknowledges that this Scope of Work is funded with grant funds. The RCD will reimburse the CONSULTANT within 30-days after grant funds have been received from the funding agency.

CONSULTANT:

Exhibit B-1 Budget

CONSULTANT remaining budget on all grants will be recorded in a living document “Technical Director 2022-CSA-12_Camara_B-1 Budget” stored on Laserfiche in the folder: RCDSCC\Administration\Contracts/Agreements – Back Office\Camara, Kelli

The budget and scope of work will be updated monthly to reflect the remaining budget and new grants or fee-for-service agreements when Scopes of Work are submitted and approved. **CONSULTANT** shall not be entitled to reimbursement exceeding the “remaining amount” identified for each line-item project in “Technical Director_2022-CSA-12_Camara, Kelli Budget”. Mid-year amendments will be submitted and attached to the agreement as Work Programs.

CONSULTANT:

EXHIBIT C – STANDARD DISTRICT PROVISIONS

1. Scope of Work. CONSULTANT shall furnish to the RCD upon execution of this Agreement and receipt of RCD's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

2. Compensation, Schedule. CONSULTANT shall be compensated in accordance with **Exhibit B (Budget, Fiscal and Payment Provisions)**. Services and work provided by CONSULTANT shall be performed in a timely manner in accordance with schedules and project deadlines approved by the RCD from time to time.

3. Term. The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed-upon services unless sooner terminated as provided below.

3.1 Breach. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, or become insolvent, the RCD, at its option, may terminate this Agreement by giving five (5) days written notification to CONSULTANT.

3.2 Convenience. The RCD may terminate this agreement for its convenience upon ten (10) days prior written notice to CONSULTANT. Termination of this Agreement shall not affect the RCD's obligation to pay for services actually performed by CONSULTANT in accordance with the terms of this Agreement.

4. Ownership of Records. All documents, drawings and written work product prepared or produced by CONSULTANT under this Agreement, including without limitation electronic data files, are property of the RCD, provided that any use of such work for any purposes other than the Scope of Work contemplated under this Agreement shall be without risk or liability to CONSULTANT.

5. Compliance with Laws and Regulations.

(a) CONSULTANT shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. CONSULTANT represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance

CONSULTANT:

of this Agreement and that are in effect at the time of performance of this Agreement. CONSULTANT acknowledges and agrees that it is responsible to ensure that CONSULTANT's services comport with the requirements of applicable statutory and case law.

(b) Prevailing Wages.

(i) CONSULTANT shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> CONSULTANT shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONSULTANT and all subconsultants shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONSULTANT shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

(ii) CONSULTANT acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "public works" in Labor Code Section 1720(a) to include construction and ***work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted...***

(iii) CONSULTANT shall forfeit, as a penalty to RCDSCC, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract by him or her or by any Subconsultant under him or her, in violation of Articles 1 and 2 of Chapter

CONSULTANT:

1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONSULTANT the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by RCDSCC. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.

(iv) CONSULTANT shall insert in every subcontract or other arrangement which CONSULTANT may make for performance of Work or labor on Work provided for in the Contract, provision that its Subconsultant shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

(v) CONSULTANT and its Subconsultants must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the CONSULTANT as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

6. Use of Sub-consultants. If CONSULTANT deems it appropriate to employ a sub-consultant in connection with the performance of Services under this Agreement, CONSULTANT will so advise the RCD and seek the RCD's prior approval of such retention. Any sub-consultant retained by CONSULTANT will be the agent of CONSULTANT, and not the RCD.

7. Facilities and Equipment. CONSULTANT shall provide such office space, other workspace, supplies, office and other equipment, vehicles, reference materials and telephone service as is necessary for CONSULTANT to provide all Services under this Agreement. CONSULTANT – not the RCD – has the sole responsibility for paying

CONSULTANT:

all costs and expenses incurred by CONSULTANT in providing and maintaining such items.

8. Representatives. Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT's services. Each party may delegate all or some of its representative's role and function to some other representative.

9. Required Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for CONSULTANT to provide the services and work described in **Exhibit A** must be procured by CONSULTANT and be valid at the time CONSULTANT enters into this Agreement. Further, during the term of this Agreement, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, licenses or certificates and business licenses.

10. Insurance

10.1 CONSULTANT shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

10.1.1 General Liability. General Liability Insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** combined single limit per incident or occurrence for bodily injury including personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONSULTANT under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability Insurance. If CONSULTANT or CONSULTANT's Board, officers, employees, agents, representatives or sub-consultants utilize a motor vehicle in performing any of the Services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

10.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the

CONSULTANT:

CONSULTANT certifies under section 1861 of the Labor Code that the CONSULTANT is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the Services under this Agreement.

10.1.4 Errors and Omissions Insurance. When this item is initialed by the RCD, CONSULTANT shall provide Errors and Omissions Insurance for professional services such as engineering or architectural services within limits approved by the RCD. (___)

10.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the RCD. At the option of RCD, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONSULTANT shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the RCD guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

10.3 Additional Insured Endorsement. The RCD and its Board, officers, directors, agents, officials, volunteers, landowners and employees shall be named as additional insureds by separate endorsement on CONSULTANT's general liability policies.

10.4 Waiver of Right of Subrogation. Insurance carriers under CONSULTANT's general liability, automobile liability, and Workers' Compensation policies shall waive all rights of subrogation against the RCD, its Board, officers, officials, directors, agents, employees and volunteers.

10.5 CONSULTANT's Insurance is Primary. CONSULTANT's insurance coverage shall be primary insurance regarding the RCD and the RCD's Board, officers, directors, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the RCD or the RCD's Board, officers, directors, officials, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with CONSULTANT's insurance.

10.6 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the RCD or its Board, officers, directors, officials and employees. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CONSULTANT:

10.7 Notice to be Provided if Insurance is Cancelled. CONSULTANT shall promptly notify, or cause the insurance carrier to promptly notify, the RCD of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

10.8 Minimum Rating Requirements. Insurance shall be placed with California admitted insurers (licensed to do business in California) and (except for Worker's Compensation) with a current rating by Best's Key Rating Guide of no less than A-: VII, except as otherwise approved by the RCD.

10.9 Sub-consultants Shall Maintain Same Levels of Insurance. CONSULTANT shall require all of its sub-consultants to maintain the same types and minimum amounts of insurance stated herein or shall include all sub-consultants as additional insureds under its insurance policies.

10.10 Certificates of Insurance. At least ten (10) days prior to the date CONSULTANT begins performing its obligations under this Agreement, CONSULTANT shall furnish the RCD with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONSULTANT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the RCD's sole and absolute discretion, approved by the RCD. The RCD reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

11. Indemnification

11.1 Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the RCD and its officers, directors, agents, employees, volunteers and representatives ("RCD Parties") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorneys' fees incurred ("Claims"), which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the services performed under this Agreement, the negligent performance of this Agreement by CONSULTANT, the breach of this Agreement by CONSULTANT or the gross negligence or willful misconduct by CONSULTANT, or CONSULTANT'S officers, agents, employees, volunteers, representatives, contractors and subcontractors. Notwithstanding the foregoing, CONSULTANT shall have no obligation to defend, indemnify or hold harmless the RCD

CONSULTANT:

or other indemnitees for Claims arising from the sole negligence, active negligence or willful misconduct of the RCD.

11.2 Sub-consultant's Agreements. CONSULTANT shall include in all agreements with its sub-consultant's defense, indemnity and hold harmless provisions identical to the provisions in this section.

11.3 Duty to Cooperate. Each party shall notify the other party immediately in writing of any Claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any Claim arising out of the activities under this Agreement. Specifically, CONSULTANT shall take all steps necessary to assist the RCD in the defense of any Claim brought by any third party, including but not limited to errors, flaws, and/or omissions in the plans or specifications of the Project or defective work by a contractor

11.4 Patent Rights. CONSULTANT represents that services provided by CONSULTANT pursuant to this Agreement does not infringe on any other copyrighted work. CONSULTANT shall defend, indemnify and hold harmless the RCD from all loss, cost, damage, expense, liability or Claim, including attorneys' fees, court costs, litigation expenses and expert CONSULTANT or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the RCD of any articles or services supplied under this agreement.

12. Independent Contractor

12.1 No Employment Relationship. CONSULTANT shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services and is fully liable for the acts and omissions of CONSULTANT, its employees, sub-consultants and agents. Under no circumstances shall this Agreement or any Services relating to this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between RCD and CONSULTANT, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement (if any) referring to direction from RCD shall be construed as providing for direction as to policy and the result of Services only, and not as to means and methods by which such a result is obtained.

12.2 Sub-consultants. If in performing this Agreement CONSULTANT utilizes any third persons, they shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. As to said sub-consultants, all terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any

CONSULTANT:

other term of employment or requirements of law, shall be determined by CONSULTANT.

12.3 Authority. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the RCD. Except as expressly provided in **Exhibit A**, CONSULTANT has no authority or responsibility to exercise any rights or power vested in the RCD.

13. Records and Audit

13.1 Records. CONSULTANT shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of the Agreement with the "FUNDING AGENCY." This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

13.2 Audit. Any authorized representative of the RCD, FUNDING AGENCY; and or the State of California shall have access to any writings, documents and records for audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by CONSULTANT. Further, the RCD has the right at all reasonable times to audit, inspect or otherwise evaluate the Services performed or being performed under this Agreement.

14. Nondiscrimination. CONSULTANT and its officers, employees, agents, representatives, subcontractors and sub-consultants shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONSULTANT and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the RCD's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

CONSULTANT:

15. Assignment. This is an agreement for the professional services of CONSULTANT. The RCD has relied upon the skills, knowledge, experience and training of CONSULTANT and its associates and employees as an inducement to enter into this Agreement. CONSULTANT shall not assign or subcontract this Agreement without the express written consent of the RCD. Further, CONSULTANT shall not assign any monies due or to become due under this Agreement without the prior written consent of the RCD. The RCD shall not assign its rights under this Agreement without CONSULTANT's express written consent, such consent shall not be unreasonably withheld.

16. Waiver. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel compliance with any provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by the RCD and CONSULTANT.

17. Notices. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which CONSULTANT or the RCD shall be required or may desire to make shall be in writing and provided by hand delivery, registered or certified mail, return receipt requested, or by overnight courier or delivery service, as provide below. Notices shall be effective: upon receipt if hand delivered; upon receipt if delivered by overnight courier or delivery service on a regular business day; and three business days after mailing by registered or certified mail, return receipt requested.

RCD's representative shall be:

Name:	Lisa Lurie
Address:	820 Bay Avenue, Suite 136 Capitola, CA 95010
Phone:	831-464-2950
Email:	llurie@rcdsantacruz.org

CLIENT's representative shall be:

Name:	Kelli Camara
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CONSULTANT:

Address:



Phone:



Email:

@gmail.com

CONSULTANT:

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

EXHIBIT D – GRANT CONDITIONS & SPECIAL CONDITIONS

The following conditions and requirements have been imposed on the RCD. The CONSULTANT acknowledges and agrees to the Grant Conditions provided in the following location and available to the CONSULTANT in Laserfiche, RCDSCC\Administration\Contracts/Agreements - Back Office\Camara, Kelli\Work Programs\02 Current Approved Work Programs\Grant Agreements Associated with Workprograms. New Grant Agreements and associated Conditions may be added upon approval of new Work Programs. Additionally, the CONSULTANT shall perform or cause to be performed through its contractors to the best of their abilities with the CONSULTANT applying the applicable Grant Conditions.

COVID-19

- CONSULTANT shall be responsible for following all applicable Federal, State, and Local COVID-19 requirements in the completion of the work.

NOTICE REGARDING ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE.

- On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>. The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. This serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

1. Consultant acknowledges that it is a subgrantee or subrecipient under the Grants. Consultant acknowledges that it has received a copy of each Grant Agreement, and is aware of the conditions, requirements and restrictions imposed under each Grant, as well as state and federal statutes and implementing regulations relating to each Grant (collectively, the “Grant Requirements”). Consultant shall comply with the applicable Grant Requirements for each Grant for which Consultant seeks compensation or payment from Grant funds.

2. Consultant agrees to:

CONSULTANT:

A. Ensure the funds subject to this Agreement are used in accordance with the Grant Requirements, including financial reporting requirements necessary for Consultant to meet its operational needs and obligations to the funding agency and the RCD.

B. Promptly reimburse the funding agency or the RCD for any Grant funds paid to Consultant because of an adverse audit finding, adverse quality control finding, final disallowance of financial participation, or other sanction or penalty for which Consultant is responsible.

C. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the funding agency, the RCD or other entity authorized by federal, state or local law to determine compliance with the Grant Requirements determines that compliance has not been achieved.

D. Make records available to the funding agency, the RCD and other authorized governmental agencies for review, audit and investigation.

3. Consultant shall report to the RCD on the use of Grant funds as prescribed in the Grant Requirements. In submitting any request for payment, Consultant represents and warrants that all charges made are based on Consultant's actual effort for that Grant.

4. Consultant shall maintain records, books, files and other data as specified in the Grant and in such detail as shall properly substantiate claims for payment under each Grant, for a minimum retention period as required under each Grant. The funding agency and the RCD shall have access during the Consultant's regular business hours and upon reasonable prior notice, to such records, including on-site reviews.

5. With respect to this Agreement, the RCD shall have all of the rights and powers of enforcement available to each funding agency under each Grant Agreement.

6. Consultant shall require that its subconsultants comply with all Grant Requirements.

7. In the event of any inconsistency or conflict between this Amendment and a Grant Agreement, the terms, provisions and conditions contained in the Grant Agreement shall govern and control.