

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL and
Samantha Chilcote

Relative to: BLM Rapid Stream Assessment and Aquatic Species Survey (10454)

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and Samantha Chilcote, herein called "Consultant", shall be effective as of the last date signed until July 31, 2024.

- I. Consultant agrees to perform rapid stream and biological assessments to record existing stream function and biological conditions on BLM lands within the Trinity River watershed. Three creeks will utilize the Continuous or Point methodology if equipment is available. Consultant will focus on identifying the presence of rare, threatened, and nonnative aquatic species, as described in Exhibit A.
- II. Council agrees to facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform the services listed in the Scope of Work. Council also agrees to make available to Consultant all pertinent non-public data and records (relevant surveys, reports and other data) that are required for Consultant to perform the services listed in the Scope of Work and which are not easily accessible to Consultant.
- III. Council agrees to pay Consultant for actual labor and services performed up to a maximum of \$15,000 based on the Project Budget and at the rates provided in Exhibit B.

Invoices for payment that document time spent – including a total amount of actual hours and salary rate per person, work done, and eligible expenses incurred – shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year.

The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Expenditures shall be detailed according to each task and shall include actual hours per position or per person, travel, supplies, and other expenses by task. Invoices must be accompanied by itemized receipts as described in Exhibit B. A narrative description of the work done is required to accompany the invoice and must be of sufficient detail to justify the expenses.

Invoices shall be sent to the Council within 7 business days following the end of the invoice period to the following address:

Northwest CA Resource Conservation & Development Council
Attn: Leslie Mounivong, Project Coordinator
PO Box 2183
Weaverville, CA 96093
Lmounivong@5counties.org

Electronic invoices shall be addressed to the Council staff member above, but the Council accounting staff – Kayla Blanchard at kblanchard@northwestcarcdc.org – shall also be copied on the email. If invoices are mailed by standard USPS mail, only a single copy is required.

Council agrees to pay Consultant within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government or other funding entity has delayed distribution of funds that are intended to be used by the Council for funding payment to Consultant.

Payments and correspondence shall be sent to Consultant using the following contact information:

Samantha Chilcote
P.O. Box 2157 Weaverville, CA 96093
(503) 758-9268
samchilcote@gmail.com

- IV. Consultant assumes full and sole responsibility and liability for Consultant's welfare and safety as well as any damage to Consultant's property while performing the work described in, or associated with, this agreement. Consultant assumes full and sole responsibility and liability for any damage to persons and property resulting from the operations or activities of the Consultant or its employees while engaged in complying with any of the terms of this agreement. Where the services to be provided under this agreement involve or require the use of any type of vehicle, Consultant shall not operate any vehicle to perform said services. Consultant will ride with Council staff as a passenger. Consultant waives all claims against the Council, its officers, agents, and employees for any injury, accident, illness, or death occurring during or by reason of the work described in, or associated with, this agreement.
- V. Consultant shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.
- VI. Consultant shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement.

Consultant shall retain the records for a minimum of three years following final payment from Council for work under this agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Council may review, obtain, and copy all records. Consultant shall provide Council access to the Consultant's records upon reasonable notice during normal business hours.

Consultant shall permit Council to audit all books, accounts or records relating to this agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this agreement in any way. An audit may be conducted on Consultant's premises or, at Council's option, Consultant shall provide all books and records within a maximum of 15 days upon receipt of written notice from Council. Consultant shall refund any moneys erroneously or excessively charged. If Council ascertains that it has been billed erroneously or excessively by Consultant, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.

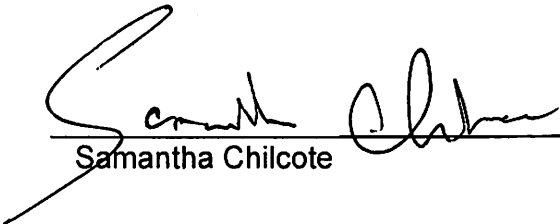
VII. It is mutually agreed that:

- A. This agreement will be effective until July 31, 2024. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
- B. Either party may terminate this agreement by providing a 30-day written notice to the other party.
- C. This agreement may be amended or modified in writing, by the mutual consent of Council and Consultant.
- D. Consultant shall be responsible for the professional and technical soundness, accuracy, and quality of work and materials furnished under this agreement, to at least the same level of competency presently maintained by other responsible practicing professionals in the same type of work in the professional community.
- E. The Council will retain ownership and right of use of product(s) manufactured under this agreement. Any and all documents, information, computer disk, and reports concerning the work completed under this Agreement prepared by and/or submitted to the Consultant, shall be the property of the Council. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writing, computer disk, and documents to Council without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide Council with said disk.
- F. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Consultant or its employees while engaged in complying with any of the terms of this agreement. Consultant agrees to indemnify and hold harmless the Council and its officers, agents, employees, and Council's funders, from and

against all claims and liability for damage or injury to persons or property resulting from the activities of the Consultant and their employees.

VIII. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, PO Box 2183, Weaverville, CA 96093-2183.

IX. Attest:



Samantha Chilcote

6/15/22 Date



Northwest CA Resource Conservation & Development Council

6/1/22 Date

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant agrees to provide all of the services outlined in the Tasks below.

Consultant may not substitute personnel listed in Exhibit "B" or utilize the services of independent contractors, sub-consultants, and subcontractors to complete Project work without advance written approval from Council's Contract Representative. If such subcontractors are approved, they shall be subject to the terms of this agreement and may be subject to additional requirements based on the work they are proposed to perform.

SCOPE OF WORK & TASKS

The Consultant shall lead aquatic habitat and biotic surveys utilizing their rapid assessment protocol which was developed under the Salmonid Research Observatory Network (SaRON, Salmonid Research Observatory Network (SaRON) - FLBS (umt.edu)). Three creeks (Deadwood Ck, Sydney Gulch, and Connor Ck) will utilize the Continuous and/or Point Measure methodology. The monitoring effort will be focused on identifying the presence of rare and threatened aquatic native species, as well as identifying the presence of nonnative aquatic species. This shall include species identification, size class, and number of fish observed in each reach of named and unnamed tributaries to the Trinity River.

The Contractor shall:

- Be responsible for refining the rapid assessment protocol based on the specific study objectives
- Lead field studies
- Train the field assistant in the rapid assessment protocol
- Provide any supplies or equipment necessary to conduct the protocol
- Ensure that supplies and equipment are maintained in good working order
- Verify that the data collected is accurately recorded in field notebooks

ADDITIONAL SERVICES

The Council may desire services to be performed which are relevant to this Agreement or services but have not been included in the Scope of Work listed above. Consultant agrees to perform said additional services only upon the written request of Council Contract Representative. These additional services could include, but are not limited to, any of the following:

1. Serving as an expert witness for the Council or 5C Member Counties in any litigation or other proceedings involving the project or services.
2. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Agreement.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

The total amount of this Agreement will not exceed \$15,000. The Consultant will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment.

Consultant Personnel:

Hourly Rate*:

Samantha Chilcote

\$54.00

* Benefits and Administrative and Overhead Expenses are calculated into hourly rates for individuals listed above.

The above rate is Consultant's non-profit rate. Consultant has kindly agreed to show \$45.99/hr of each hour worked, which is the difference between her \$99.99/hr standard rate, as in-kind match to the project.

Travel Expenses: Consultant is not authorized to drive to perform any work described in, or associated with, this agreement and therefore shall not incur, nor be reimbursed for, any travel expenses.

Materials & Supplies:

Consultant must obtain prior written approval for the purchase of any materials and/or supplies required to complete the tasks and products under this agreement. Itemized receipts for such approved purchases must be submitted with invoices for reimbursement.

Timeline: Time is of the essence in this agreement.