

Consultant: Mola Mola Analytics, LLC

Contract Name: Analysis of trends in relative abundance to support the California Fish Report Card

Contract #: 010225-02.OST-MMA

CALIFORNIA OCEAN SCIENCE TRUST CONSULTANT SERVICES AGREEMENT

This Agreement is made between California Ocean Science Trust (OST) and Mola Mola Analytics, LLC (Consultant), this 12th day of January 2025. In consideration of Consultant's retention by OST to perform work as an independent contractor (i.e., 1099 basis), the parties agree as follows:

Duties, Term, Compensation

1. **Consulting.** Consultant will render services as an independent contractor to OST for the period commencing January 12, 2025 and concluding on September 15, 202 unless this Agreement is terminated in accordance with Section 5. This period is called the "Consulting Period."
2. **Duties.** Consultant's services will be as described in Exhibit A: Scope of Work. During the Consulting Period, Consultant will notify OST as soon as practicable if they are unable to complete any of the items included in the Scope of Work or if they deem it necessary to make a material change to any of the items included in the Scope of Work.
3. **Assistance to the OST.** At all times, Consultant will report to the California Ocean Science Trust Program Director, or, as requested, to their designee.
4. **Compensation & Expenses.** Contractor's sole compensation for services rendered pursuant to this Agreement **shall be an amount not to exceed \$35,000.**

Compensation will be paid within 30 days of OST's receipt of the signed Agreement, submission of invoices for tasks, receipts for all direct expenses (including travel expenses), deliverables as specified in Exhibit A: Scope of Work and delivery and acceptance by OST of work product(s).

Service periods for work performed will end on the last day of the month, and invoices will be submitted to OST within 30 days of the end of the service period.

OST reserves the right to defer payment until all of the above have been provided by Contractor. Compensation will be paid in the normal course of business, absent any unresolved billing issues.

5. **Termination.** Either party may terminate this Agreement for any reason or no reason upon three (3) days' prior written notice, subject to payment by OST of invoices outstanding as of the termination date.

In the event of a termination for breach of the Agreement, termination shall occur immediately upon receipt of the notice of termination, or five days from mailing, whichever occurs first. A

“breach” is Consultant’s failure to perform timely consulting services in accordance within the Scope of Work set out in Exhibit A, or Consultant’s violation of Paragraphs 6-10 in part or whole.

On or before the date of termination of the agreement pursuant to this section, whether terminated by the Contractor or OST, Contractor shall provide the OST with all work, material, data, information and written, graphic or other work produced or developed under this agreement (whether completed or partial) in appropriate, readily usable form.

Time is of the essence of this contract; if either party shall fail to perform its obligations agreed to herein, at the time fixed for the performance of such respective obligations by the terms of this contract, such failure shall be deemed a breach of this contract.

OTHER OBLIGATIONS BETWEEN PARTIES

- 6. Indemnification.** Contractor agrees to defend, indemnify and hold harmless OST, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Contractor, in connection with performance of any work by Contractor, its officers, directors, agents, employees and subcontractors.

Client agrees to defend, indemnify and hold harmless Contractor, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Client, in connection with performance of any work for Client, its officers, directors, agents, employees and subcontractors.

- 7. Independent Contractor Legal Relationship.** Consultant’s relationship with OST is solely that of an independent contractor and not in any way as an employee or agent of OST. Consultant is responsible for direct payment of any federal or state taxes, social security and self-employment taxes and any other withholdings on the compensation paid under this Agreement. Consultant is not authorized to bind OST or make any representations on its behalf in any matter.
- 8. Acknowledgement of Ineligibility for Benefits.** Consultant shall not be entitled to, and shall not seek any benefits made available to OST employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurances, group term life insurance, participation in any retirement plan for OST employees, a salary reduction plan for certain child care and medical care costs, continuing education reimbursements, or training programs. Consultant shall also be responsible for independently obtaining any professional liability insurance.
- 9. Workers' Compensation.** Consultant agrees that no Workers Compensation Insurance shall be obtained by OST on behalf of Consultant.


10. **Confidentiality.** Consultant shall not disclose information relating to an OST matter, program, project, grantee, donor, grant, or loan, or any OST personnel or operations that Consultant learns of or receives during the term of this Agreement. At all times hereafter, Consultant will keep in confidence and trust all such information and will not use or disclose any such information without OST's advance written consent, except as may be necessary in the ordinary course of performance of Consultant's services under this Agreement. This obligation survives the termination of this Agreement.
11. **Ownership of Property and Work Product.** All documents, records, apparatus, equipment and other physical or intellectual property, whether or not pertaining to Proprietary Information, furnished to Consultant by OST acting by and through its programs and employees or produced by Consultant or others in connection with this Agreement, shall be and remain the sole property of OST. Consultant shall return any such property in Consultant's possession, custody or control to OST immediately as and when so requested. Even if OST does not so request, Consultant shall return all such property upon the termination of this Agreement.

GENERAL

12. **No Assignment.** The services to be rendered pursuant to this Agreement are personal in nature, and Consultant may not assign any rights and obligations under this Agreement without written consent of OST.
13. **Governing Law.** The services to be rendered shall be governed by the laws of the State of California. Each provision of this Agreement shall be independent and separable from all other provisions, and the invalidity of a provision shall not affect the enforceability of any of the other provisions.
14. **No Continuing Waiver.** OST's waiver or failure to enforce a term of this Agreement or any similar agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this or any other agreement.
15. **Entire Agreement.** This Agreement contains the entire agreement between OST and Consultant relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties.
16. **Notice.** Any notice to OST required or permitted under this Agreement shall be given in writing at the OST office. Any such notice to Consultant shall be given in a like manner and, if mailed, shall be addressed to Consultant at the last known business address then shown in OST's files. Notices by personal services are deemed given on the date of delivery; notices by mail are deemed given on the second business day after mailing.

17. **Dispute Resolution.** All disputes arising out of or related to the subject matter of this Agreement will be resolved by arbitration conducted by a private arbitration service under the laws of the State of California. Venue for any arbitration shall be in Alameda County, California. Any arbitration will be governed by the rules of evidence and procedure then in effect in the Alameda County Superior Court. The arbitrator will have the power and discretion to permit discovery under the California Code of Civil Procedure and will award reasonable costs and expenses, including attorneys' fees, to the prevailing party. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Pending a final result from this arbitration, either party may apply to the appropriate court for injunctive relief against breaches of this Agreement.
18. **Disclosure of this Agreement.** At OST's sole discretion, Consultant understands and agrees that this Agreement, and any invoice submitted to OST by Consultant, may be released to the public without further notice to Consultant. Consultant has no expectation of privacy with respect to this Agreement or any materials, documents, proof of payment, or correspondence associated herewith.

CONSULTANT:

By: 
Print Name: Chris Free
Title: President of Mola Mola Analytics LLC
Date: 1/20/2025
EIN or SS# 88-2360482

ACCEPTED FOR OST:

By: _____
Print Name: Elizabeth Whiteman
Title: Executive Director
Date: _____

Scope of Work

The California Ocean Science Trust (OST), in partnership with the California Ocean Protection Council, is developing an Ocean and Coast Report Card, to succinctly communicate the status and trends of key indicators of the ocean and coast. Mola Mola Analytics LLC will lead the analysis of fish populations to support the development of the fish indicator for the Report Card, including collating fish population data from multiple sources, calculating spatial and temporal patterns in relative abundance for all species present in the data set, presenting preliminary results to the fish indicator working group, refining results based on group feedback, and documenting all methods and results in an open source repository.

This scope of work will result in the following deliverables, completed on the following schedule:

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| 1. Compile and clean data from 3-4 monitoring programs | March 1, 2025 |
| 2. Initial data analysis | May 1, 2025 |
| 3. Presentation to the fish working group | May 15, 2025 |
| 4. Revised methods and data based on feedback | July 15, 2025 |
| 5. Document code, methods, results in open data repository | Sept 1, 2025 |

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Deliverables & Budget

No.	Deliverable	Timeline	Budget
1	Compile and clean data <ul style="list-style-type: none">Work with the project team to identify 3-4 monitoring programs to evaluate in analysis. Selected monitoring programs should have good temporal, spatial, and taxonomic coverage and their data should be accessible and well documented.Compile and clean the data from the 3-4 selected monitoring programs in preparation for the analysis.	3/1/25	\$1500
2	Initial data analysis <ul style="list-style-type: none">Estimate an index of relative abundance for all species present in each monitoring program using <i>sdmTMB</i> or another spatial-temporal modelling software where possible and a simpler approach if a sophisticated spatial-temporal modeling approach is not possible.Evaluate the quality of indices of relative abundance and remove unreliable indices from consideration.Evaluate trends in the indices of relative abundance over X years using robust regression or another approach for trend analysis that is not sensitive to end points in time series. The number of years may vary by species and may be based on data realities, expert opinion, generation time, or other life history characteristics.	5/1/25	\$22,000

	<ul style="list-style-type: none"> Summarize the trends in relative abundance into a single report card score and, potentially, scores by taxonomic groups, habitat, and/or geography. 		
3	Present the methods and results for feedback from the fish working group.	5/15/25	\$500
4	Revise the methods and results based on this feedback.	7/15/25	\$3,000
5	Document the code, methods, and results <ul style="list-style-type: none"> All code and data documented in GitHub or other open repository Write manual so the analysis can be repeated in the future 	9/1/25	\$8,000
		Total	\$35,000