

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is entered into this 15 day of May 2024 by and between Westervelt Ecological Services, LLC, a Delaware limited liability company with its principal place of business at 3636 American River Drive, Suite 120, Sacramento, CA 95864 (hereinafter referred to as “**WES**”) and Ryan I. Hill, a sole proprietor, doing business out of 1330 Greeley Way, Stockton, CA 95207 (hereinafter referred to as “**Consultant**”).

Whereas, Consultant offers unique services and desires to provide WES with such services.

For and in consideration of the mutual promises herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. **SERVICES.** During the term of this Agreement, Consultant shall perform for WES the services (“**Services**”) described in the attached **Exhibit A** and incorporated herein by this reference (the “**Scope of Work and Cost**”), at the Ferrari Ranch Preserve (“**Preserve**”), in a professional, technically competent and timely manner. Each item in the Scope of Work includes a description of services to be provided and a budget for such item. Notwithstanding the foregoing, Consultant shall only perform specific items in the Scope of Work if and to the extent WES provides separate written authorization(s).

2. **TERM.** Performance under this Agreement shall commence on May 13, 2024 and shall be completed by October 1, 2024. Options to extend this Agreement shall be made by written modification agreed to by the parties. Notwithstanding the foregoing, WES may terminate this Agreement at any time, with or without cause and without penalty, by providing thirty (30) days’ advanced written notice to Consultant, and in the event of such termination Consultant shall only be entitled to receive payment for Services provided prior to the date of such termination in accordance with this Agreement.

3. **FEES.** All payments by WES to Consultant under this Agreement shall be consistent with the schedule of fees for personnel and expenses set out in the Cost Proposal described on attached **Exhibit A** and incorporated herein by this reference (the “**Scope of Work and Cost**”).

Total fees including expenses for work performed under this Agreement shall not exceed the total budget in the Cost Proposal without the prior written consent of WES, in its sole and absolute discretion. Consultant agrees to provide written notice to WES when expenditures under each Scope of Work item reach seventy-five percent (75%) of the total Scope of Work item budget.

4. **EXPENSES.** The fees provided for herein, including all out-of-pocket expenses which are incurred in connection with the performance of the Services (“**Reimbursable Expenses**”), will be included in the total compensation amount and the budget set forth in the Scope of Work. Reimbursable Expenses shall include, but not be limited to, travel expenses and printing costs. No separate Reimbursable Expenses will be paid without prior agreement between WES and Consultant.

5. **INVOICES.** Consultant shall submit a monthly invoice to WES. The invoice shall identify the Services and Reimbursable Expenses pursuant to this Agreement that are reflected in the invoice. Invoices shall, at a minimum, identify the Scope of Work items worked on, the period of performance, a narrative of the Scope of Work items completed, dates and hours worked, a total for the period, and a total invoiced to date pursuant to this Agreement for each Scope of Work item. Appropriate

documentation shall be provided for all direct expenses billed by Consultant. All invoices shall be sent to apinvoices@westervelt.com and copy and cmarks@westervelt.com.

Consultant shall be paid within thirty (30) days after invoice is received from Consultant. Should WES wish to dispute an invoice, it must do so in writing within thirty (30) days of receipt. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof.

6. **CONFIDENTIALITY.** All information developed or disclosed by WES under this Agreement or obtained or developed by Consultant in performing the Services hereunder shall, unless otherwise stated by WES in writing, be deemed to be WES's Proprietary and Confidential Information ("Confidential Information"). Oral communications pertaining to the Services shall be presumed to be Confidential Information unless otherwise indicated by WES.

Consultant agrees that it will not reproduce, disclose, or otherwise make the Confidential Information available to any other persons, firms, organizations, or other entities in any manner without the express written consent of WES. Consultant further acknowledges that it shall have no ownership in, interest in, or right to use any of the Confidential Information for its own purpose. The parties agree that Confidential Information shall not include information which (a) is generally known to the public, (b) was already known by Consultant at the time of disclosure and Consultant can establish such through written records or other convincing proof, (c) is received by Consultant from a third party who, to Consultant's best knowledge, is not under an obligation of confidentiality to WES or (d) is required to be released by applicable law or court order. The obligations of confidentiality hereunder shall continue for a period of two years from the date of disclosure.

Consultant agrees that it shall not release or disclose information obtained in the course of work on the Project to others without receiving prior written permission from WES.

7. **INSURANCE.** During the performance of this Agreement, Consultant shall keep in force Insurance within limits required by law as outlined in **Exhibit B**, attached to this Agreement.

8. **INDEMNITY.** Consultant shall defend, indemnify and hold harmless, WES from and against any claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from Consultant's performance of this Agreement, but only to the extent caused by the negligent acts or omissions of Consultant or its employees, agents, affiliates or representatives or anyone for whose acts they may be liable, as determined by a court of competent jurisdiction. Consultant shall pay reasonable costs and expenses that may be incurred by WES in enforcing this indemnity, including reasonable attorneys' fees, but only to the proportionate extent Consultant is determined to have been liable. The provisions of this section shall survive the expiration, termination, or assignment of this Agreement.

9. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the Services. Consultant is not liable for any delay in performance or non-performance caused by acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to site or data, or anything else beyond Consultant's reasonable control.

10. **INDEPENDENT CONTRACTOR.** It is understood and agreed that the Services which Consultant shall provide hereunder shall be in the capacity of an independent contractor and not as an employee or agent of WES. Nothing contained in this Agreement shall be deemed to create any partnership, joint venture or relationship of principal and agent or of employer and employee between

Consultant and WES, and/or any parent company, affiliate subsidiary or employee of any party. Consultant shall not hold itself out as an affiliate, agent or employee of, or partner, joint venturer, co-principal or co-employer with, WES or its parent companies, subsidiaries or affiliates.

11. ENTIRE AGREEMENT. This Agreement and any exhibits attached hereto constitute the entire understanding and agreement of the parties and supersede all prior agreements and understandings with respect hereto, whether oral, written or otherwise.

12. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties.

13. NOTICES. All notices and other communications required or desired to be given hereunder by any party shall be in writing and shall be deemed to have been given when personally served, sent by email or received by registered or certified mail, as follows:

If to WES: Westervelt Ecological Services, LLC
3636 American River Drive, Suite 120
Sacramento, CA 95864
Email: hholland@westervelt.com
Attention: Hal Holland

If to Consultant: Ryan I. Hill
1330 Greeley Way
Stockton, CA 95207
Email: rihill86@gmail.com
Attention: Ryan Hill

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner set forth above.

14. GOVERNING LAW. This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.

15. ASSIGNMENT. Neither party may assign this Agreement or its rights and obligations hereunder without the prior written approval of the other party.

16. **LEGAL ADVICE.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

17. ATTORNEYS' FEES. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

18. COUNTERPARTS. This Agreement may be executed in counterparts, and transmitted by facsimile or e-mail by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument. The parties further agree that this Agreement may be executed by facsimile signature or in a PDF file sent by electronic mail, and that any facsimile signature or signature contained in a PDF file shall be binding upon the party providing such signature as if it were the party's original signature. Each party represents and warrants that the person who is executing this Agreement on its behalf has the full power and authority to execute this Agreement on its behalf and to bind it to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

Ryan Hill,
a sole proprietor

By: Ryan Hill
Ryan Hill (May 16, 2024 20:49 PDT)
Name: Ryan Hill
Title: Biologist

WES:

WESTERVELT ECOLOGICAL SERVICES,
LLC, a Delaware limited liability company

By: Hal Holland
Name: Hal Holland
Title: Director, Western Region

Attachments

Exhibit A Scope of Work and Cost
Exhibit B Minimum Insurance Requirements

Ferrari Ranch Preserve Callippe Surveys
Ryan Hill

Exhibit A
Scope of Work and Cost

Exhibit A

Scope of work, cost estimate and rates for Callippe Silverspot Butterfly Surveys (May - June 2024) – Ryan I. Hill

Field time – Since this is for data for a 5-year review I plan to be very thorough, and am planning 4 days to account for variable emergence times of adults and to have a chance to see both females and males. Tentative dates are between 15 May and 15 June but may be adjusted given field conditions. Field time will be between 4-6 hours each day to assess what parts of the property butterflies are using, and to do a transect route starting near the parking area, travelling uphill of the low drainages in the north-northeast of the property to examine potential nectaring on California Buckeye, thistles, blackberry, or other plants, then up the ridgeline by the *Viola* preservation and enhancement areas where coyote mint may be present and the butterfly likely exhibits hilltopping behavior, and returning via preservation area 1 and checking the lower drainages draining to the east. The method will be a modified Pollard walk that minimizes backtracking, maintains a fairly constant pace (except when observing behavior more closely), and provides observations per hour. GPS coordinates will be made for all sightings, and butterflies will be identified using close focus binoculars. The route can be adjusted as necessary to be more comparative to past surveys and methods can be adjusted to more closely follow any methods developed in coordination with the Service. Billing rate is for 5 hours per day of field work at \$150/hour. Field work will be done on appropriate days (clear skies, lower wind if possible) likely between 9am and 5pm.

Field Subtotal - 4 days, 5 hours per day, \$150/hour = \$3000.00

Report document preparation – A report of findings, including locations mapped, nectar use observations, hostplant observations, phenotypes and pictures of butterflies if possible, photos of habitat and nectar plants, Service data sheets, and transect counts, will be provided by September 1st, 2024.

Report Subtotal - 2 days, 6 hours per day, \$150/hour = \$1800.00

Expenses – mileage from Stockton, CA to Ferrari Ranch (2024 federal rate).

\$0.67 / mile x 118.2 miles (roundtrip) x 4 trips =

Expenses Subtotal = \$316.78

Total = \$5116.78

Exhibit B
Minimum Insurance Requirements

Consultant shall maintain the following minimum insurance requirements identified in the Agreement with WES.

- A. Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage as outlined below:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability	Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
(2) Business Automobile	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability	Level 1: \$1,000,000 for each incidence and \$1,000,000 in aggregate Level 2: \$1,000,000 per claim.

- B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by WES.
- C. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- a. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects WES, its directors, officers, employees. Any insurance or self-insurance maintained by WES its directors, officers, employees shall be in excess of Consultant's insurance and shall not contribute to it.
 - b. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to WES, its directors, officers, employees.
 - c. 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.

Ferrari Ranch Preserve Callippe Surveys
Ryan Hill

- d. Consultant shall have WES named as an additional insured on Consultant's policy(ies) and provide WES with evidence that the appropriate insurance coverage is in effect.
- D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise approved by WES.
- E. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to WES an original Certificate of Insurance on a standard ACORD form, or other form acceptable to WES, substantiating the required coverages and limits set forth above.
- F. Certified Copies of Policies: Upon request by WES, Consultant shall allow WES to view a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy at the Consultant's business location.
- G. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude WES from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

The required insurance coverage outlined herein shall not be suspended, voided, canceled or terminated, reduced in coverage, or in limits, by Consultant, except after Consultant provides at least thirty (30) days' prior written notice has been given to WES.

WES/Ryan Hill Services Agreement

Final Audit Report

2024-05-17

Created:	2024-05-15
By:	Alyssa Hollandsworth (ahollandsworth@westervelt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvrfAOPxDZbDSwO9cjT1O14REy8kevpqu

"WES/Ryan Hill Services Agreement" History

- 📄 Document created by Alyssa Hollandsworth (ahollandsworth@westervelt.com)

2024-05-15 - 5:17:28 PM GMT- IP address: 12.176.156.10

- ✉️ Document emailed to Hal Holland (hholland@westervelt.com) for signature

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- �认 Document viewed by Hal Holland (hholland@westervelt.com)

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- 📧 Document e-signed by Hal Holland (hholland@westervelt.com)

Signature Date: 2024-05-15 - 7:47:39 PM GMT - Time Source: server- IP address: 12.176.156.10

- ✉️ Document emailed to Ryan Hill (rihill86@gmail.com) for signature

2024-05-15 - 7:47:40 PM GMT

- �认 Document viewed by Ryan Hill (rihill86@gmail.com)

2024-05-16 - 9:20:12 PM GMT- IP address: 104.28.123.88

- 📧 Document e-signed by Ryan Hill (rihill86@gmail.com)

Signature Date: 2024-05-17 - 3:49:01 AM GMT - Time Source: server- IP address: 98.56.188.86

- ✓ Agreement completed.

2024-05-17 - 3:49:01 AM GMT



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