

**EXHIBIT A**  
**Resources Legacy Fund Foundation**  
Preserving Wild California  
**CONSULTANT SERVICES AGREEMENT**

This Agreement is made between Mountains Recreation and Conservation Authority (“Consultant”), the undersigned, and the Resources Legacy Fund Foundation (the “RLFF”), this 15<sup>th</sup> day of June, 2004. In consideration of Consultant’s retention by the RLFF to perform consulting services, the parties agree as follows:

**Duties, Term, Compensation**

1. **Consulting.** Consultant agrees to render services as a consultant to the RLFF for period commencing on the date of this Agreement and concluding on June 30, 2005, unless this Agreement is terminated in accordance with Section 4. This period is called the “Consulting Period.”
2. **Duties.** Consultant’s services are described in the Scope of Work specified in Exhibit A. During the Consulting Period, Consultant shall perform all these duties to the best of its ability, although Consultant is not required to devote all productive time and energies exclusively to the activities described in Exhibit A.
3. **Compensation.** Consultant’s sole compensation for services rendered pursuant to this Agreement shall be \$150,000 total. RLFF will pay \$75,000 upon receipt of this sign Agreement, and \$75,000 upon receipt of a complete and approved interim report due 12/15/2004 and further described in Exhibit A.
4. **Termination.** Either party may terminate this Agreement for any reason or no reason upon fourteen days’ prior written notice, subject to payment by the RLFF 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 (a) the RLFF’s failure to pay Consultant within forty-five (45) days of receiving an invoice after delivery of a written demand for payment, (b) Consultant’s failure to perform timely consulting services in accordance within the Scope of Work set out on Exhibit A, or (c) Consultant’s violation of Paragraphs 5-10 in part or whole.

## **OTHER OBLIGATIONS BETWEEN PARTIES**

5. **Independent Contractor Legal Relationship.** Consultant’s relationship with the RLFF is solely that of an independent contractor and not in any way as an employee or agent of the RLFF. Consultant is responsible for direct payment of any federal or state taxes on the compensation paid under this Agreement, as well as for any such payments with respect to Consultant’s employees or subcontractors. Consultant is not authorized to bind the RLFF or make any representations on its behalf in any matter.
6. **Acknowledgement of Ineligibility for Benefits.** Consultant shall not be entitled to, and shall not seek any benefits made available to RLFF 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 RLFF employees, a salary reduction plan for certain child care and medical care costs, continuing education reimbursements, or training programs.
7. **Confidential Information.** Consultant acknowledges that the RLFF possesses information which has commercial value in its business (“Proprietary Information”) including, but not limited to, grantmaking records, computer programs, methods of operation, strategies, forecasts, financial records, land valuations, and other confidential information of the RLFF, its grantees or grant applicants, or vendors. All Proprietary Information, and all related rights, will be the sole property of the RLFF and its assigns. At all times hereafter, Consultant will keep in confidence and trust all Proprietary Information, and will not use or disclose any Proprietary Information or anything relating

to it without the RLFF's advance written consent, except as may be necessary in the ordinary course of performance of Consultant's services under this Agreement.

8. **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 the RLFF or produced by the Consultant or others in connection with this Agreement, shall be public information.

## **GENERAL**

9. **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 the RLFF.

10. **Governing Law.** The services to be rendered shall be governed by the laws of the State of California. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the other articles.

11. **No Continuing Waiver.** The RLFF's waiver or failure to enforce the terms 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.

12. **Entire Agreement.** This Agreement contains the entire agreement between the RLFF 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.

13. **Notice.** Any notice to the RLFF required or permitted under this Agreement shall be given in writing at the RLFF office. Any such notice to the Consultant shall be given in a like manner and, if mailed, shall be addressed to the Consultant at the last known business address then shown in RLFF'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.

14. **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 Sacramento County, California. Any arbitration will be governed by the rules of evidence and procedure then in effect in the Sacramento 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.

**CONTRACTOR:**

**ACCEPTED FOR THE RLFF:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Eric A. Holst

Title: \_\_\_\_\_

Title: Executive Director, RLFF

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN or SS# \_\_\_\_\_

**Exhibit A**  
**SCOPE OF WORK**

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In support of the Preserving Wild California (PWC) program, Consultant will implement the Great Places Program by developing tools and information—including new conservation planning computer programs—and improved digital data sets, that will allow private organizations and public agencies to identify conservation priority areas.

1. Consultant will:

- A. Provide user friendly online access to natural resource and conservation planning data through the maintenance of the California Digital Conservation Atlas;
- B. Complete an annual update of the statewide public and conservation land ownership data;
- C. Design a GIS-based computer mapping program that enables users to select multiple data sets, weight factors interactively to meet their specific needs, and create maps of areas that best meet those needs; and
- D. Complete and submit to RLFF an interim report (due 12/15/2004) and final report (due 6/30/2005) to RLFF documenting the progress and outcomes of consultant's work under this effort.

2. Consultant is responsible for:

- A. Coordinating the efforts of the project team to ensure successful completion of the above enumerated tasks; and
- B. Coordinating this effort with Larry Orman at GreenInfo Network [Phone: (415) 979-0343; E-mail: [larry@greeninfo.org](mailto:larry@greeninfo.org); Address: 116 New Montgomery, Suite 738, San Francisco, CA 94105] and keeping Mr. Orman apprised of the status of the work underway on this effort.

3. Consultant will seek direction from the PWC Program Officer, or other staff member as directed by the Program Officer or RLFF Executive Director.