

## AGREEMENT FOR GENERAL MANAGER SERVICES

THIS AGREEMENT FOR GENERAL MANAGER SERVICES ("Agreement") is entered into as of the Effective Date (defined below) by and between the COLUSA BASIN DRAINAGE DISTRICT ("District") and MERRILEE VANDERWAAL, DBA SAC VALLEY CPA, an independent contractor ("Consultant").

### Recitals

- A. WHEREAS, Colusa Basin Drainage District ("District") is a California Special District formed and operating in Glenn, Colusa, and Yolo Counties pursuant to the Water Code Appendix; and
- B. WHEREAS, District desires to contract for consultant services in connection with the day to day operation and administration of the District; and
- C. WHEREAS, the District has published a request for proposals and conducted interviews for the provisions of these services; and
- D. WHEREAS, following that selection process, the District Board has identified Consultant as the appropriate candidate to provide such services; and
- E. WHEREAS, District desires to retain Consultant to perform the scope of work described Exhibit A of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
2. Scope and Performance of Services. Consultant shall perform the services set out in the "*Scope of Work*" attached hereto as Exhibit A and incorporated herein by this reference.
3. Schedule of Charges. Unless otherwise specified by the Board of Directors, services will be performed by the personnel and at the rates identified in Exhibit B, "*Schedule of Charges.*" Consultant will not employ or otherwise incur an obligation on behalf of District to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of District.
4. Standard of Quality. District relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise and experienced in the performance of the work specified in the Scope of Work.
5. Compensation and Method of Payment. Consultant shall submit itemized monthly statements for work performed under this Agreement, which will be due and payable within 30 days. If District objects to all or any portion of any invoice, District shall notify Consultant of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in

dispute. It shall not constitute a default or breach of this Agreement for District not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

6. Reimbursement of Expenses. District shall reimburse Consultant for all reasonable clerical, office, travel (outside of the District), and similar expenses incurred by Consultant in connection with the performance of the Services under this Agreement (the "Expenses"); provided, however, that Consultant shall not, without prior approval of the Board, incur more than Three Hundred Dollars (\$300) for Expenses in any month. Consultant's monthly invoice shall include an itemization of Expenses together with reasonable supporting documentation including invoices and receipts. Notwithstanding any provision herein to the contrary, in no event shall Consultant charge the District, nor shall the District be responsible for, for any premiums for any insurance procured or maintained by Contractor.

7. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

8. Term. The term of this Agreement shall commence as of the Effective Date and shall terminate as provided in this paragraph. Either party may terminate this Agreement with or without cause, by providing 30 days' written notice of Termination to the other party.

A. Return of Documents & Materials. Within fifteen (15) days after the date of any Termination Notice, Consultant will return all District documents in Consultant's possession or control. Consultant shall, prior to the Termination Date, prepare such progress and/or final reports and perform such other Services as the Board deems reasonably necessary or appropriate to put the District files and other records and matters in order and/or to transition the District to another service provider. From and following the Termination Date, neither party shall have any further obligations under this Agreement except for those obligations expressly stated in this Agreement to survive its termination.

B. Compensation. In the event of any Termination, Contractor shall be entitled to the compensation according to the Scope of Work and Schedule of Charges provided herein for any services provided at the request of District, up to the Termination Date. Consultant will present a final bill for reconciliation to the District within 15 days of the Termination Date.

9. Liability of District and Employees. Neither the District nor any representative officer, employee or agent of District shall be personally liable to Consultant or otherwise in the event of any default or breach of District, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to District), indemnify, and hold harmless District, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence, active negligence, or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement.

11. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of District; and as an independent contractor,

Consultant shall obtain no rights to retirement benefits or other benefits which accrue to District's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. District is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this Section.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. District Not Responsible. District is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section or otherwise under this Agreement. All such legal compliance obligations shall be borne by Consultant.

13. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without District's prior written consent. Any assignment without such approval shall be void and, at District's option, shall immediately cause this Agreement to terminate.

14. Insurance. Consultant shall maintain professional liability coverage and automobile insurance coverage for the duration of the Services; such coverage will include the scope of any work performed by Consultant pursuant to this Agreement. The CBDD shall not be obligated to provide Consultant with any liability or other insurance coverage with respect to the Services or this Agreement.

15. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between District and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both District and Consultant. All provisions of this Agreement are expressly made conditions.

16. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

17. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party.

18. Written Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this Section.

If to District: **Colusa Basin Drainage District**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

20. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

21. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. District Not Obligated to Third Parties. District shall not be obligated or liable for payment hereunder to any party other than Consultant.

23. Remedies Not Exclusive. No remedy herein conferred upon or reserved to District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

25. No Waiver Of Default. No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

26. Successors And Assigns. Subject to Section 16.A. above, all representations and covenants set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference as if set forth herein in full:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Charges

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy

hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Glenn, California.

IN WITNESS WHEREOF, District and Consultant have executed this Agreement as of the date first above written.

DISTRICT:

CONSULTANT:

COLUSA BASIN DRAINAGE DISTRICT

SAC VALLEY CPA

By: \_\_\_\_\_  
Name: Lynnel Pollock  
Title: Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK

Board and District Administration: SVCPA will prepare draft agendas in the weeks prior to the board meeting, seek out input for agenda adjustments to that draft from the board chairperson and then finalize and post the agendas the week prior to the board meeting. Additionally, board packets will be assembled and distributed via email to the directors at least two days prior to the meeting. Additional services related to District Administration include:

- Preparation of meeting minutes and support for meeting logistics.
- Coordination on property management issues with District tenants and reporting to the Board of Directors.
- Assistance and oversight on public agency compliance issues, including maintaining training records, administration of elections and oaths of office, and filing of FPPC forms.
- Development and implementation of standardized policies for District operations, including records management.
- Providing direction and support to District consultants, in support of policy objectives set out by the Board.

Financial Services: Sac Valley CPA will receive all mail and perform all bookkeeping and accounting functions for the Board, including:

- Providing regular financial reports & payment of invoices
- Preparation of annual budgets.
- Grant administration and reporting, as necessary.

EXHIBIT B  
SCHEDULE OF CHARGES

A base fee of \$3,700 per month will be charged for the services identified in Exhibit A, assuming the following staffing allocation:

Board & District Administration:

- District Manager/CPA: 80 hours annually
- Administrative Assistant: 86 hours annually

Financial Services:

- CPA: 80 hours annually

Services for special projects, or efforts not included in the Scope of Work will be charged on a time and materials basis. Staffing for these efforts are as follows:

- Merrilee Vanderwaal \$225 per hour
- Yvonne Mayberry \$100 per hour

EXHIBIT C

Compensation

[to be inserted]