

2018-2

CONTRACT FOR SERVICES

This contract is made and entered into this 9th day of January 2018 between Alleghany County Water District (hereinafter referred to as the "District") and an individual Amber Mehrmann (hereinafter referred to as "Contractor") for the position of Secretary/Clerk of the Board.

I TERMS AND STATUS

A. Terms of Contract

This Contract is effective through June 30, 2018, and shall terminate automatically on that date unless renewed by both parties. The Contract may be terminated at any time for any reason by either the District or the Contractor upon giving fifteen (15) day written notice to the other party.

- B. For the purposes of this Contract, and at all times during the term of this Contract, the Contractor understands that she is an independent contractor for the District, and no relationship of employer-employee exists between the parties, and that under no circumstances shall Contractor be deemed to be an employee of the District. The parties expressly agree that no work, act, commission or omission of Contractor shall be construed to make or render Contractor an employee of the District.

District will provide Worker's Compensation insurance. District will not pay or provide State Disability insurance benefits, Unemployment Insurance, or Social Security. Contractor shall be responsible to pay or provide for such insurance or benefits, and to pay its own federal and state income tax responsibilities, Social Security, and any other payroll tax obligations that it may owe as a result of compensation received for services rendered pursuant to this Contract.

The sole interest of the District is to ensure that the services provided will be performed and rendered in a competent, efficient, and satisfactory manner .

C. Services Performed

Contractor shall provide, including but not limited to the following services:

- Attend all meetings of the district or appoint a deputy to take their place if unable to attend and type the minutes of each meeting
- After the minutes are approved, sign and scan them along with all hand-outs for the permanent district files.
- Post all agendas and meeting notices in conformance with the Brown Act.
- Submit "Statement of Facts" form to both the State and the County anytime there is a change to the Directors or Officers of the District
- Submit ethics training certificates to the County
- Sign resolutions and other documents as necessary

- Upload meeting recordings to a cloud-based server and email a link to the agenda packet list

D. Confidentiality

All documents, together with any knowledge otherwise acquired by Contractor relating to the District's business shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information, other than in the performance of this Contract. District shall have access to all written documents related to work done under this Contract.

E. Conflict of Interest

Contractor covenants that she presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Contract. Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state or local provision of law, regulations, or conflict of interest code.

II **COMPENSATION TERMS**

A. Compensation

District agrees to compensate Contractor at the rate of \$30 per meeting plus another \$15 for each half hour (or \$7.50 per quarter hour) over 1 hour not to exceed \$60 per meeting. This rate shall be reviewed upon renewal of said contract.

B. Monthly Invoice

Monthly, the contractor shall submit to the General Manager the typed minutes on a flash drive or disc at least one week prior to the following meeting date. The minutes will be reviewed and corrected as agreed by both parties. After the draft minutes are ready for the next meeting the contractor shall submit a ticket or invoice for payment.

C. Payment Exclusive

For services authorized and provided under the Contract, payment set forth under Paragraph A shall be exclusive. Contractor shall be prohibited from billing or otherwise seeking payment for such services from the county or any other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal, state, and local taxes, charges, fees, or contribution required to be paid with respect to Contractor's performance of this Contract (including, but not limited to, Social Security and income tax withholding).

Contractor shall indemnify, defend and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to the Contractor for the services performed under this contract.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status or Contractor with respect to the District, the parties agree that: (1) each shall inform the other party of such inquiry or challenge; and (2) the District shall have the right to participate in any discussion or negotiation occurring with the federal or state agency without regard to who initiated such discussions or negotiation. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the District or Contractor may terminate this Contract immediately upon written notice.

E. Benefits

Contractor shall have no claim under this Contract or otherwise for unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Worker's Compensation

During the term of this Contract, Contractor shall be covered by the District. Moreover, the Contractor agrees to hold harmless and indemnify District for any and all claims arising out of injury, disability, or death that may occur while performing the services provided in this Contract.

G. General Liability

During the term hereof, Contractor shall be covered by the District's Comprehensive General Liability Insurance.

H. Indemnification

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claim, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, connected with, or incidental to the Contractor's performance of services under this Contract, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

III GENERAL PROVISIONS

A. Non-Discrimination

During the performance of this Contract, Contactor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, age, veteran status, sex or sexual orientation, perceived or otherwise, in connection with or related to the performance of this Contract.

B. Non-Assignment

None of the rights, privileges, interests, immunities, duties, or obligations created by this Contract are assignable by Contractor. Upon disability or inability to provide services by Contractor, this Contract shall terminate.

C. Qualifications

Contractor shall have the ability to take notes and type minutes and must have access to a computer with WORD or another compatible word processing program. Contractor must attend all meetings of the Board of Directors and/or shall notify the board in advance if unable to do so. Contractor shall follow policies and procedures as established by the board.

D. Governing Law

This Contract will be deemed to have been made and shall be construed, interpreted, and enforced pursuant to and in accordance with the laws of the State of California.

E. Compliance with Applicable Laws

All services to be performed by the Contractor shall be performed in accordance with all applicable federal, state, and county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provision pertaining to confidentiality or records and applicable quality assurance regulations.

F. Amendment

This Contract constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreement, oral or written, relating to the subject matter of this Contract. Each party acknowledges that no representation, inducement, promise, or agreements, oral or otherwise, which are not included in this contract and no other agreement, statement or promise not contained in this Contract shall be valid or binding. No alternation, variation, or amendment to the terms of this Contract shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

G. Attorney's Fee and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in additions to any other relief to which the party may be entitled.

H. Severability

If any provision of the Contract is held to be invalid, void or unenforceable, the remainder of this Contract shall be severable and not affected.

I. Termination

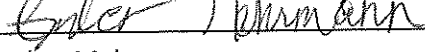
This Contract may be terminated either by the District or the Contractor, at any time for any reason giving fifteen (15) days written notice to the other party. If so terminated, the amount payable hereunder shall be made for the services provided up to the date of termination and as agreed by both District and Contractor. In the event of a material breach of this Contract, the District may cancel and terminate said Contract immediately upon written notice to Contractor. "Material breach" included, but is not limited to the failure of the Contractor to perform an essential requirement of this Contract that: (1) causes substantial harmer to the interests of the District; or (2) substantially deprives the District of a substantial benefit it reasonable expected under the Contract. A breach of contract may be deemed "material" if the cumulative effect of the nonmaterial breaches is material. Upon termination, the District agrees to pay Contractor for all services performed prior to termination that meet the requirement of this Contract.

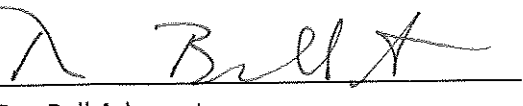
J. Notice

Any notice required under this Contract shall be in writing and shall be deemed effective (1) upon actual delivery, if delivery is by hand; or (2) upon deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To Contractor: Amber Mehrmann
P.O. Box 956
Alleghany, CA 95910

To District: Alleghany County Water District
Rae Bell Arbogast, General Manager
P.O. Box 860
Alleghany, CA 95910

Signed: 
Amber Mehrmann

Signed:  2/19/18
Rae Bell Arbogast

Alleghany County Water District

P.O. Box 860, Alleghany, CA 95910 ~ alleghanywater@gmail.com ~ Phone 530-287-3204

~ Established March 8, 1939 ~

CONTRACT EXTENSION

Contract # 2018-2

Position: Secretary

Contractor: Amber Mehrmann

**Original Contract Start Date 1/9/18 and End Date 6/30/18
Extended on 5/8/18 1 year.**

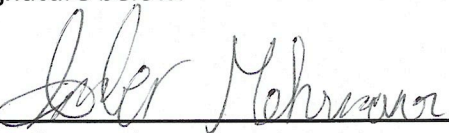
At the regular meeting held on June 18, 2019 and with contractor's approval, the ACWD board voted to extend this contract for one more year through 6/30/20.

At the regular meeting held on June 9, 2020 and with contractor's approval, the ACWD board voted to extend this contract for one more year through 6/30/21.

Changes to terms of contract: NONE

All terms and conditions of the above referenced contract are to remain the same.

This contract extension is accepted by both the Contractor and The District as witnessed by signature below.

x  date 12-15-20
Amber Mehrmann, Contractor

x  date 12/15/20
Rae Bell Arbogast, General Manager ACWD