

# CONTRACT FOR SERVICES

## CONTRACT # 2017-3

This contract is made and entered into this 12th day of September between Alleghany County Water District (hereinafter referred to as the "District") and an individual Rae Bell Arbogast (hereinafter referred to as "Contractor") for the position of General Manager.

### I TERMS AND STATUS

#### A. Terms of Contract

This Contract is effective June 14, 2017 through June 30, 2018, and shall terminate automatically on that date unless renewed by both parties. This 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. Duties covered by this contract

- **State Funded Projects:** Act as Project Manager for system improvement projects including acting as liaison between State Funding Division, District Engineer, Contractors and other involved parties. Ensure that the terms of the Funding Agreement are being followed. Submit disbursement requests to the Funding source, maintain files of all required backup data for grant.
- **Act as Interim Secretary/Clerk of the Board:** Until such time as the open Secretary position is filled contractor shall act in the capacity of Secretary/Clerk of the board as defined by State Statute and district by-laws.

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

1. Time that can be allocated to the State Funded Projects shall be billed to the district at a rate of \$20 per hour and will subsequently be billed directly to the State Funded Projects for reimbursement.

2. Interim Secretary Duties shall be billed to the District at a rate of \$30 per meeting plus \$15 for each half hour over 1 hour (rounded by the quarter hour) and capped at \$60 per meeting.

B. Monthly Invoice

Contractor shall submit a monthly invoice dated the last day of the month 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 of 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's Worker's compensation policy.

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 and expectations

Required skills

- Proficient in the use of Microsoft WORD, Excel and Quickbooks accounting software.
- Knowledge of Generally Accepted Accounting Principles and Standard Business Practices.
- Ability to track and facilitate the completion of scheduled tasks with district staff.

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 of 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: Rae Bell Arbogast  
P.O. Box 919  
Alleghany, CA 95910

To District: Alleghany County Water District  
Tobyn Mehrmann, President  
P.O. Box 860  
Alleghany, CA 95910

For District:

X  Dated: 9-29-2017  
Tobyn Mehrmann, President

X  Dated: 9/29/17  
Rae Bell Arbogast, Contractor



# Allegheny County Water District

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

~ Established March 8, 1939 ~

## CONTRACT EXTENSION for Contract # 2017-3 dated 9/12/2017

**Position: General Manager**

**Contractor: Rae Bell Arbogast**

At the regular meeting held on May 8, 2018 with contractor's approval, the ACWD Board voted to extend this contract for one more year through 6/30/19 with the following change: The title "Interim Secretary" was changed to: "Deputy Secretary"


On June 18, 2019 the above referenced contract was extended by one more year through 6/30/20 by the ACWD Board of Directors and Contractor.

On October 8, 2019 the board approved changing the hourly rate paid for State Funded projects from \$20 and hour to \$25 per hour.

On June 9, 2020 the board voted to extend the above referenced contact including the above adopted changes through 6/30/2021

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

X  date 11/25/2020  
Rae Bell Arbogast, Contractor

X  date 11-25-2020  
Tobyn Merhmann, President ACWD