

# RAE BELL ARBOGAST CONTRACT FOR SERVICES

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the Pliocene Ridge Community Services District, County of Sierra, (hereinafter referred to as the "District") and Rae Bell Arbogast, an individual (hereinafter referred to as "Contractor").

## I TERMS AND STATUS

### A. Terms of Contract

This Contract is effective **July 1, 2021** through **June 30, 2021**, and shall terminate automatically on that date. The Contract may be terminated at any time for any reason by either the District or Contractor upon giving fifteen (15) day written notice to the other party.

### B. Contractor Status

For the purpose of this Contract, and at all times during the term of this Contract, Contractor understands that she is an independent contractor for the district, that 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 Workers' 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. **and in accordance with accepted bookkeeping procedures.**

### C. Services Performed

~~Contractor is under the general direction of the District Board of Directors.~~ Contractor shall provide, including but not limited to the following services:

**Perform all duties as outlined in District Policy #1020 specifically for the positions of District Manager, Secretary and Treasurer. (Old version listed all of the specific tasks which is problematic if the job descriptions change)**

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 \$200 per month and to reimburse contractor for actual expenses incurred upon presentation and Board approval of an itemized statement with supporting receipts.

Additionally, Contractor shall be compensated for the performance of tasks for which reimbursement to the district either is, or becomes available at a rate of \$27 per hour.

This includes: Mutual Aid billings and the related payroll processing, billings to individuals and other agencies (for example Ordinance #1 non-resident billings and Title III billings)

Administration of the Firewise effort retroactive to 2019. (if the County approves billing such activity to the title III fund).

B. Quarterly Invoice

Contractor shall submit to District at its regular monthly meeting, a quarterly invoice, including any reimbursable expenses, and including all receipts for said expenses.

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 other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal state, and local taxes, charges, fees, or contributions 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 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 negotiations. 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, insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Workers' Compensation

During the term of this Contract, Contractor shall be covered by the District. Moreover, 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 claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees occurring or resulting to any and all persons, firms and 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, Contractor 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 provide Internet connection to facilitate services and communication. Contractor shall have necessary skills and expertise to prepare mandated monthly, quarterly, and annual financial reports;

possess knowledge of accepted accounting principals and procedures, maintain support documents and records in an appropriate manner for auditing; work well with District personnel and Board members; operate ten key, computer, quick books, or other financial software approved by the District; ability to perform work and meet schedules, observe confidentiality be dependable and trustworthy. Further, Contractor shall be able to sit at computer for required periods of data preparation, lift up to ten pounds of binders of data. If Contractor fails to comply, this Contract shall be terminated as of the date of such noncompliance.

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 Contractor shall be performed in accordance with all applicable federal, state, county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provisions 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, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, 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 alteration, variation, or amendment to the terms of the 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 Fees 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 addition to any other relief to which such 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 Contractor, at any time for any reason upon 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" includes, but is not limited to the failure of the contractor to perform an essential requirement of this Contract that: (1) causes substantial harm to the interests of the District; or, (2) substantially deprives the District of a substantial benefit it reasonably expected under the Contract. A breach of contract may be deemed "material" if the cumulative effect of nonmaterial breaches is material. Upon termination, the District agrees to pay the Contractor for all services performed prior to termination that meets the requirements 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: President  
Pliocene Ridge Community Services District  
100 Pike City Road  
Pike City, CA 95960

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rae Bell Arbogast, Contractor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Daniel Guyer, President  
Pliocene Ridge Community Services District