

CONTRACT FOR SERVICE

This AGREEMENT made on December 11, 2023 between:

CLIENT: Sloughhouse Resource Conservation District
8698 Elk Grove Blvd Suite 1-207
Elk Grove, CA, 95624

and

CONTRACTOR: California Association of Resource Conservation Districts.
705 E Bidwell St., Suite 2-415
Folsom, CA 95630

ARTICLE I. TERM OF CONTRACT

Section 1.01. This agreement will become effective on 12/11/2023 and will continue for a period of 3 months unless terminated in accordance with the provisions of Article 7 of this agreement. This agreement may be renewed on the anniversary date with the concurrence of both the Client and Contractor.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, or partner of Client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that the Contractor is not an employee for state or federal employee tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Contractor agrees to carry out assigned duties of District Manager, Project Coordinator, Water Efficiency Program Coordinator, and Administrative Coordinator.

Specific duties will be further defined by the Client. Example duties include:

District Management:

- Serve as the Sloughhouse RCD Board of Directors Secretary and Treasurer and complete all associated tasks.
- Work with the Client's financial management partners (Five Star Bank, County of Sacramento) to carry out District business.

Public/Partner Correspondence:

- Serve as the main point of contact for the Client. Manage Client email accounts, websites, mailing lists, and public phone number.

- Organize, advertise, and facilitate outreach events and workshops.

Groundwater Sustainability Plan Implementation:

- Serve as administrator of the Cosumnes Groundwater Authority.
- Participate in the South American Subbasin GSA Working Group.
- Provide regular updates on Groundwater Sustainability Plan Implementation efforts.
- Attend other meetings as they arise (SCGA, OHWD, etc.). Provide written and verbal feedback on documents and meetings.

Project Development:

- Work with partners and Board to develop possible projects/programs the Board may have interest in pursuing.
- Research possible funding opportunities, including writing grants and pursuing partnerships.

NRCS Partnership:

- Meet regularly with the Elk Grove NRCS District Conservationist.
- Work with the local NRCS office to host a Working Group meeting to inform annual NRCS practices compensation rates.
- Work with District Conservationist to develop proposals for cooperative agreements and other funding opportunities.

Water Efficiency Program Coordination

- Provide on-farm, one-on-one technical assistance to farmers to evaluate irrigation system efficiency and provide diagnostics, reports and recommendations to growers.
- Coordinate/provide pump efficiency testing for farmers.
- Provide training regarding water use efficiency and nutrient management practices and technology.
- Write Irrigation Water Management Design Plans.
- Coordinate the Cosumnes Subbasin Monitoring Network

Method of Performing Services

Section 3.02. The Client will inform the Contractor when additional duties are required. The contractor and the Client will work together to schedule additional support. The Contractor will bring project, funding, and grant opportunities to the Clients attention.

Employment of Assistants

Section 3.03. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of the Contractor by this agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of those assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Place of Work

Section 3.04. Contractor shall perform the services required by this agreement at any place or location and at such times as Contractor shall determine. The Contractor will attend regularly scheduled Board Meetings and any special meetings that the Client requests. The Client will inform the Contractor where and when specific services are required.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services performed by the Contractor, Client agrees to pay the Contractor the following:

- Up to \$49.94/hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for District Manager duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the District Manager duties.
- Up to \$45/hour for an Interim (Temporary) District Manager, appointed by the Board, for the duration of up to 3 months (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Interim District Manager duties and activities.
- Up to \$42.45 /hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Program Coordinator (Admin and Water Efficiency) duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the Program Coordinator duties.
- Up to \$35.00/hour (this includes the Employees pay rate, plus a \$5/hour charge from CARCD) for Communication Coordinator duties and activities. Employees pay rate is subject to increases of up to 3% per year based on a joint employment evaluation of Contractor's employee performing the Communication Coordinator duties.
- A cost-of-living adjustment will be determined annually by the SRCD Board.
- Travel expenses as detailed in the Client's Reimbursement Policy (Attachment 1),
- 1 cell phone line to be used by Contractor's employees and will serve as the Client's public contact number,
- Health insurance expenses for each Contractor's employee assigned to the Client, with consideration of level of dedication to Client (1 FTE, .5 FTE, etc.),
- A 401(k)-retirement plan match of up to 5% of an employee's salary for each Contractor's employee assigned to the Client, with consideration of level of dedication to Client (1 FTE, .5 FTE, etc.) (approximately \$5,000 per employee),
- A 4% administration fee to cover necessary accounting services and cost of business,

Invoices

Section 4.02. Contractor shall submit invoices for all services rendered every other month at each of the regularly scheduled Board meeting of the Client.

Date for Payment

Section 4.03. Payment to Contractor will be within 15 days of receipt of payment of Client by Sacramento County. Expected time is 60 days after submission of invoice to the Board.

Expenses

Section 4.04. The Client will be responsible for office supplies and postage needed to perform the above noted duties. The Contractor will prepare invoices to be presented to the board at each regular board meeting. Contractor shall be responsible for all cost and expenses incident to the performance of services for Client, including but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business. Client agrees to pay all reasonable fees up until receipt of notice.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentality

Section 5.01. Client will supply all tools and instrumentalities required to perform the services under this Agreement. Client is not required to purchase or rent any tools, equipment or services from the Contractor. Contractor agrees to return all properties belonging to Client, including records, if requested by Client.

Workers Compensation

Section 5.02. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Indemnification of Liability

Section 5.03. Contractor will not be liable to Client or to anyone who may claim any right due to a relationship with Client for any acts or omissions in the performance of services under the terms of this agreement or on the part of employees or agents of Contractor unless such acts or omissions are due to willful misconduct. Client will indemnify and hold Contractor harmless from any obligations, costs, claims and judgments, attorney's fees and attachments arising from, growing out of, and or in any way connected with the services rendered to the Client under terms of this Agreement, unless Contractor is judged by a court of competent jurisdiction to be guilty of willful misconduct.

Assignment

Section 5.04. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

State and Federal Taxes

Section 5.05. As Contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular.

- Client will not withhold FICA (Social Security) from Contractor's payments
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor
- Client will not withhold state or federal income tax from payment to Contractor
- Client will not make disability insurance contributions on behalf of Contractor
- Client will not obtain workers compensation insurance on behalf of Contractor

ARTICLE 6. OBLIGATIONS OF CLIENT

Cooperation of Client

Section 6.01. Client agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of Contractor's duties under this agreement.

Assignment

Section 6.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by Client without the prior written consent of Contractor.

CARCD Membership

Section 6.03. Sloughhouse RCD will pay their annual dues to the California Resource Conservation District.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This agreement shall terminate automatically on the Occurrence of any of the following events:

1. Bankruptcy or insolvency of either party
2. Sale of the business of either party
3. Death of either party

Termination by Client for Default of Contractor

Section 7.02. Should Contractor default in the performance of this agreement or materially breach any of its provisions, Client at Client's option, may terminate this agreement by giving

written notification to Contractor. For the purposes of this section, material breach of the agreement shall include, but not be limited to, failure to adequately carryout assignments as directed by Client.

Termination by Contractor for Default of Client

Section 7.03. Should Client default in the performance of this agreement or materially breach any of its provisions, Contractor at the Contractor's option, may terminate this agreement by giving notice to Client. For the purposes of this section, material breach of this agreement shall include but not be limited to, failure to pay Contractor for services rendered as agreed.

Termination for Failure to Make Agreed-Upon Payments

Section 7.04. Should Client agree to pay Contractor all or part of the compensation set tort in Article 4 of this agreement on the date due, Contractor, at the Contractor's option, may terminate this agreement if the failure is not remedied by Client within thirty (30) days from the date payment is due.

Termination Without Cause Upon Notice

Section 7.05. Notwithstanding anything herein to the contrary, either Contractor or Client may terminate this agreement upon thirty (30) days written notice to the other. At such time of Notice of Termination. All monies due Contractor are due and payable and all Client's documents and work in progress are to be returned promptly.

ARTICLE 8. GENERAL PROVISIONS

Section 8.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepared with return receipt requested. Mailed notices shall be addressed to the parties of the addresses appearing in the introductory paragraph. Notices delivered personally will be deemed as of actual receipt: mailed notices shall be deemed communicated as of two days after mailing.

Entire Agreement of Parties

Section 8.02. This agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing have been made by any party, or on the behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 8.03. If any provision in this agreement is held by a court of competent jurisdiction to be invalid void or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way.

Arbitration of Disputes Required

Section 8.04. Any dispute or claim that arises out of or that relates to this contract, or to the existence, scope, or validity of this contract agreement, or that relates to the breach of this contract, or that arises out of or that is based upon the employment relationship (including any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, or civil rights, age, or disabilities), or a dispute between Contractor and Client that arose/arises before, during, or after employment, shall be resolved by arbitration in accordance with the then effective arbitration rules. If dispute persists upon the completion of the arbitration process each party had the right to carry out litigation.

Attorney's Fees

Section 8.05. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action brought for that purpose, in addition to any other relief to which the party may be entitled.

Governing Law

Section 8.06. This agreement will be governed by and construed in accordance with the laws of the State of California. Executed at Sacramento- Sacramento County, California, on the date and the year first above written.

CONTRACTOR

Nancy Wahl-Scheurich
Executive Director, California Association of Resource Conservation Districts

By: _____

Date: _____

CLIENT

Herb Garms
Chair, Sloughhouse Resource Conservation District

By: _____

Date: _____