

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered by and between the Durham Irrigation District, a political subdivision of the State of California (hereinafter referred to as "DID") and Nicole Johansson, duly qualified to conduct business in the State of California, whose principal place of business is _____, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, DID has determined that it is necessary to obtain a Consultant to provide Communications, Project Management, Crisis Communications and Proposition 18 Outreach services (hereinafter referred to as "Services") on an "as requested" basis; and

WHEREAS, Consultant has represented to DID that it is specially trained, experienced, expert and competent to perform the special Services required hereunder and DID has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such Services be in conformity with all applicable federal, state and local laws; and

WHEREAS, DID has determined that the provision of these Services provided by Consultant is in the public's best interest, and that these Services are more economically and feasibly performed by outside independent Consultants as well as authorized by Government Code 31000;

NOW, THEREFORE, DID and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide Services as requested by DID.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one year from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, DID agrees to pay Consultant monthly in arrears and within thirty (30) days following the DID's receipt and approval of itemized invoice(s) identifying services rendered, and the time spend on each task to the nearest .25 of an hour.

For the purposes of this Agreement, the billing rate shall be as set forth in Attachment A, not to exceed a total contract amount of ten thousand dollars (\$10,000). This maximum contract amount does not reflect any minimum guarantee.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on fees owed by Consultant to DID. Consultant agrees that it shall not default on any obligations to DID during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to DID: It is understood that the Services provided under this Agreement shall be prepared in and with cooperation from DID and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to DID and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to DID during term hereof.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by DID for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of DID.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs Services required by terms of this Agreement. Consultant exclusively assumes responsibility for its own acts and the acts of its employees, associates, and sub-consultants, if any are authorized herein, as they relate to Services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. DID shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees. Consultant shall be fully responsible for providing its own work materials, tools, workstations, and any other materials necessary to perform Services under this Agreement.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that DID is a political subdivision of the State of California. As such, DID is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of DID business, DID will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, DID shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and DID released from any further liability hereunder.

In addition to the above, should the Board of Directors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any DID department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the DID, this Agreement may be deemed to be canceled in its entirety subject to payment for Services performed prior to cancellation.

ARTICLE X

Document Retention for Audit Purposes: Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the

party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, DID reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the DID, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** DID may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Consultant and/or DID may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by DID without cause. If such prior termination is affected, DID will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which DID may agree to in writing as necessary for contract resolution. In no event, however, shall DID be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to DID shall be addressed as follows:

Durham Irrigation District
9418-C Midway
Durham, CA 95938

or to such other location as the DID directs.

Notices to Consultant shall be addressed as follows:

CONSULTANT

Nicole Johansson

or to such other location as the Consultant directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify DID in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the DID Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Consultant shall defend, indemnify, and hold the DID harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, DID employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the DID, the Consultant, sub-consultant(s) and employee(s) of any of these, except for the sole, or active negligence of the DID, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save DID harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the DID General Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$500,000 combined single limit per occurrence for bodily injury and property damage and a \$1,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$500,000, including uninsured/underinsured limits matching limits, is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. Professional liability is required with a limit of liability of not less than \$500,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the DID General Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to the General Manager or be provided through partial or total self-insurance likewise acceptable to the General Manager.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, DID may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to DID, and;
 2. The DID, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the DID, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DID, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the DID, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DID, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the DID, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the DID, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting DID Department either independently or in consultation with the General Manager, as essential for protection of the DID.

ARTICLE XVI

Interest of Public Official: No official or employee of DID who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of DID have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the Services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the Services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any DID employee(s) that would constitute a conflict of interest with provision of Services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. DID represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or DID shall withhold seven (7)

percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XX

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the DID must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Butte County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

By: _____
Chair of the Board of Directors of DID

Dated: _____

-CONSULTANT -

By: _____
Nicole Johansson

Dated: _____

DRAFT

ATTACHMENT A

Communications Consulting Services	\$75/hr. (50% discount, nonprofit rate)
<ul style="list-style-type: none"> • Press Releases • Media Relations • Community Outreach • Social Media • Digital Engagement/Content Strategy 	
Project Management	\$75/hr.
<ul style="list-style-type: none"> • Grants • Political Contacts • Butte County • Reverse Text System 	
Prop 18 Outreach	\$75/hr.
Crisis Communications	\$150/hr.

Ongoing Contract Support

As needed by DID.

CONSULTANT agrees to provide detailed invoices which illustrate the nature of the work conducted with specificity and the time spent. CONSULTANT also agrees to provide a report to the DID Board of Directors at least once every quarter.

CONSULTANT agrees to track charges to DID and to notify DID when the total amount charged to DID under this Agreement reaches 90% of the maximum contract amount.