

DRAFT

CONTRACT FOR SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL – SECRETARY/TREASURER SERVICES

THIS CONTRACT is entered into on June 6, 2008 by and between the SACRAMENTO VALLEY BASINWIDE AIR POLLUTION CONTROL COUNCIL, a political subdivision of the State of California, hereinafter called “COUNCIL” and Amy Gwinnup, hereinafter called “CONTRACTOR.”

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto COVENANT, PROMISE and AGREE as follows:

1. The CONTRACTOR agrees to perform for the COUNCIL Secretary and Treasurer services and duties outlined in attachment Exhibit A.

All work products provided by CONTRACTOR under this contract shall be complete and accurate. Any necessary corrections or revisions will be completed by CONTRACTOR at CONTRACTOR’S expense. The compensation is for work on the projects specified in the attachment. Performance of services which fall outside the scope of this contract, and compensation for such services will be negotiated separately in additional contracts between the COUNCIL and the CONTRACTOR.

CONTRACTOR agrees to keep records of services rendered and reimbursable costs.

2. Except as provided herein, the COUNCIL agrees to compensate and the CONTRACTOR agrees to accept as compensation the amount of \$15,000 for the term of the contract to be paid in monthly installments after receiving an invoice, which has attached a record of services rendered. With the prior approval of the COUNCIL or their designated representative, CONTRACTOR may invoice, and the COUNCIL agrees to pay, for any hours expended over 500 total hours during the course of this agreement, at the billing rate of \$27.60 per hour. The COUNCIL also agrees to reimburse CONTRACTOR for standard office supplies, computer software (subject to prior approval by the COUNCIL or their designated representative).

3. This contract shall commence July 1, 2008 and shall terminate on June 30, 2009 or may

be terminated as set forth below.

4. This contract may be terminated as follows:

- A. By mutual consent of the parties;
- B. At any time on a material breach of any of the provisions hereof; or
- C. By the COUNCIL on delivery of written notice thereof to CONTRACTOR for any or no reason, whatsoever, including, but not limited to, the failure by the Basin Districts or Control Boards to appropriate funds for this Contract or any portion hereof. Such notice shall be delivered to the CONTRACTOR at least 30 days prior to the termination date of the contract.

5. If this contract is terminated by COUNCIL under the provisions of Paragraph 4 for any reason other than CONTRACTOR'S breach, CONTRACTOR shall be compensated only for the work performed by CONTRACTOR prior to the termination hereof.

6. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the COUNCIL except that claims for money due or to become due the CONTRACTOR from the COUNCIL under this contract may be assigned by the CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNCIL. Any attempt at assignment of rights under this contract, except for those specifically consented to by both parties or as stated above, shall be void.

7. CONTRACTOR shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, or a joint venture relationship. The services to be provided by CONTRACTOR shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the COUNCIL is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONTRACTOR shall be fully responsible for payment of all taxes due to the State of California or Federal Government which

would be withheld from compensation if CONTRACTOR were a COUNCIL employee. COUNCIL shall not be liable for deductions for any amount for any purpose from CONTRACTOR'S compensation. CONTRACTOR shall not be eligible for coverage under COUNCIL'S Workers' Compensation Insurance Plan nor shall CONTRACTOR be eligible for coverage for any other COUNCIL benefit.

8. CONTRACTOR shall hold harmless and indemnify the COUNCIL, Butte, Colusa, Feather River, Glenn, Placer, Sacramento, Shasta, Tehama, Yolo/Solano air districts, their elected officials, officers and employees, and agents against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage by CONTRACTOR or any person employed by CONTRACTOR or in any capacity during the progress of the work, whether by negligence or otherwise. CONTRACTOR shall also indemnify COUNCIL of any adverse determination made by the Internal Revenue Service or State Franchise Tax Board against COUNCIL with respect to CONTRACTOR'S "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

9. All certificates, endorsements, cancellations, and other notices required under this contract shall be delivered by CONTRACTOR to the following address:

Sacramento Valley Basinwide Air Pollution Control Council
C/O Butte County AQMD
2525 Dominic Drive, Suite J
Chico, CA 95928

All certificates, endorsements, cancellations, and other notices required under this contract shall be delivered by COUNCIL to the following address:

Amy Gwinnup
462 Mosburg Loop
Yuba City, CA 95991

10. In the performance of the work authorized under this contract, CONTRACTOR shall

not discriminate against any worker because of race, creed, color, ancestry, religion, marital status, medical condition, age (over 40), physical or mental handicaps, veteran or non-veteran status, sex or national origin.

11. 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 attorneys' fees, cost, and necessary disbursements in addition to any other relief to which such party may be entitled.

12. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by CONTRACTOR hereunder shall become the property of the COUNCIL.

13. CONTRACTOR hereby covenants that, at the time of the execution of this contract, CONTRACTOR has no interest and shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. CONTRACTOR also covenants that in the performance of this work, no person having any such interest shall be employed. CONTRACTOR will comply with any conflict of interest code approved by COUNCIL.

14. CONTRACTOR shall obtain and maintain continuously comprehensive professional and general liability insurance/or other insurance necessary to protect the public with limits of liability of not less than \$500,000 combined single-limit automotive bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, products and completed operations, hired and non-owned auto, personal injury, employee dishonesty and fire-legal liability applicable to this agreement. As an alternative, CONTRACTOR may procure and maintain the above insurance in the single limit of \$1,000,000.

Such insurance shall include the COUNCIL, Butte, Colusa, Feather River, Glenn, Placer, Sacramento, Shasta, Tehama, Yolo/Solano air districts, their elected officials, officers and employees, and agents as additionally insureds, and shall not be canceled without 30 days written notice delivered to the COUNCIL. CONTRACTOR shall provide COUNCIL with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any

insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language. If CONTRACTOR has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover CONTRACTOR and CONTRACTOR’S employees and partners.

15. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this agreement, CONTRACTOR relies solely upon the provisions contained in this agreement and no others.

EXECUTED at Marysville on June 6, 2008.

SACRAMENTO VALLEY BASINWIDE AIR POLLUTION
CONTROL COUNCIL

By: _____
Don Nottoli, CHAIRMAN, Control Council

Date: _____

Amy Gwinnup, Contractor

By: _____

Date: _____