

## **CONTRACT SERVICES AGREEMENT**

This Professional Services Agreement, entered into as of October 1, 2014, by and between the **North San Joaquin Water Conservation District**, a public entity (hereinafter "District"), and **Shasta Burns** (hereinafter "Burns"), collectively the "Parties."

District and Burns hereby agree as follows:

1. **SERVICES**. District hereby retains Burns to provide records management services for the District's documents. Additional services may be covered by this Agreement upon mutual agreement of the Parties.

2. **HOURLY RATE; NOT-TO-EXCEED AMOUNT**. For services performed under this Agreement during the period October 1, 2014, through March 31, 2015, Burns will be paid at the rate of \$30.00 per hour. Any adjustment to the hourly rate after March 31, 2015 shall be by mutual agreement of the Parties. Burns will charge in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour. The minimum time charged for any particular activity will be one-tenth of an hour. Unless otherwise agreed by the Parties, Burns shall not charge for travel time from and to her home to locations where District documents are located unless any such documents are located outside of the District. Unless otherwise agreed by the Parties, the amount of this Agreement shall not exceed FIVE THOUSAND DOLLARS (\$5,000).

3. **EXPENSES** In addition to fees, District shall reimburse Burns for all out-of-pocket costs and expenses actually incurred by the Burns to perform her duties under this Agreement. Out-of-pocket expenses include, but are not limited to, facsimile charges, photocopying and printing costs, postage for large envelopes and packages, overnight and express mail charges, and other reasonable expenses incurred to perform services under this Agreement.

4. **INVOICES**. Burns will normally provide monthly invoices to the District for all time and expenses, which invoice shall clearly state the basis thereof. The hourly rate section of the invoice shall include the number of hours of work, rate, and a brief description of the services performed by day. The reimbursable expense section of the invoice shall clearly identify the nature and amount of the expenses incurred. Burns understands that the District's Board of Director's regular meeting is the last Monday of each month and agrees that the goal is to pay her invoices within thirty (30) days from the date of the invoice but that may not occur from time to time.

5. **TERMINATION**. Both parties have the right to terminate this Agreement at any time with or without cause. Unless otherwise agreed in writing, any termination hereunder shall become effective upon receipt of written notice of termination. On Burns's termination, the amount due Burns for services rendered and costs and expenses incurred prior to the termination date shall remain due and payable.

6. NOTICES. All notices, invoices, reports or other communication to the parties shall be properly given if delivered in person or sent by First Class mail, facsimile or overnight delivery and addressed as follows:

If to District: North San Joaquin Water Conservation District, Attn: Board of Directors  
PO Box E, Victor, CA 95253

If to Burns: Shasta Burns  
12380 Kirkwood Street, Herald, CA 95638

Either party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

7. INSURANCE. Burns represents and agrees that it maintains, and will maintain during the term of this Agreement, public liability and automobile insurance applicable to the services to be provided hereunder. Burns is not required to maintain errors and omissions insurance.

8. INDEPENDENT CONTRACTOR. Burns shall at all times act as an independent contractor with respect to the performance of this Agreement. Neither Burns nor any employees or agents of Burns shall be considered an employee of District for any purpose. Burns agrees that she shall not be entitled to any medical, retirement, vacation, sick leave, or other such benefits and that he will not be covered by the District's workers compensation insurance.

IN WITNESS WHEREOF, the parties to this Agreement hereby indicate their acceptance of the terms and conditions stated herein as evidenced by the following signatures of their authorized representatives.

NORTH SAN JOAQUIN WCD

SHASTA BURNS

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Shasta Burns