

# Special Meeting

## AGENDA

**Board of Trustees – Special Meeting  
Tuesday, April 9, 2019, 12:30pm  
at the District Office**

1. Roll Call
2. Public Expression- See End of Agenda for Information on Public Expression
3. Urgent Items
4. Approval of Agenda

### **Items for Discussion and Possible Action:**

5. Interim General Manager Appointment

The Board of Trustees will consider the approval of a contract agreement with Elizabeth Salomone as Interim General Manager. RECOMMENDED ACTIONS: a) Approve the proposed contract with Elizabeth Salomone, and direct the President to sign the contract; or b) provide direction to staff and/or the Chair.

6. Administrative Assistant Appointment

The Board of Trustees will consider the approval of a contract agreement with Aaron Sunbeam as Administrative Assistant. RECOMMENDED ACTIONS: a) Approve the proposed contract with Aaron Sunbeam, and direct the President to sign the contract; or b) provide direction to staff and/or the Chair.

7. Adjournment

ACTION ITEMS – All agenda items are potential action items unless otherwise noted.

PUBLIC EXPRESSION – The Board welcomes public participation in its Board meetings. Comments shall include any item not on the agenda that is within the subject matter jurisdiction and authority of the District. No action may be taken on any item not appearing on the agenda; however, the Board may direct such items to be placed on the agenda of a future meeting or may request additional information on any such item. The Board may limit testimony to three (3) minutes per person and not more than ten (10) minutes for a particular subject. All items on the agenda are considered action items unless otherwise noted. All times and the order of business are approximate and subject to change.

***President***  
*John Reardan*

***Vice President***  
*Tyler Rodrigue*

***Treasurer***  
*Alfred White*

***Trustee***  
*William Carson*

***Trustee***  
*Matthew Froneberger*

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND  
WATER CONSERVATION IMPROVEMENT DISTRICT  
AND ELIZABETH SALOMONE**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (hereinafter referred to as "AGREEMENT") is made this \_\_\_\_\_ day of April, 2019 (hereinafter referred to as the "Effective Date") by and between the MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT, a California Special District formed and operating pursuant to the provisions of Chapter 54 of the Mendocino County Water Agency Act (hereinafter referred to as "DISTRICT"), and ELIZABETH SALOMONE, a CONTRACTOR (hereinafter referred to as "CONTRACTOR"). DISTRICT and CONTRACTOR may individually be referred to as "Party" or collectively as "Parties" in this AGREEMENT.

**RECITALS**

WHEREAS, the DISTRICT desires to contract with CONTRACTOR to provide interim consulting services for the position of General Manager;

WHEREAS, CONTRACTOR is willing to contract with the DISTRICT to provide such services on an independent contractor basis on an interim basis until the DISTRICT hires a permanent General Manager;

WHEREAS, CONTRACTOR holds herself as qualified and capable of performing said services for the DISTRICT;

WHEREAS, DISTRICT and CONTRACTOR previously entered into a Professional Services Agreement dated July 11, 2016, to provide certain administrative services as an independent contractor ("Prior Contract"); and

WHEREAS, this AGREEMENT for Services establishes the terms and conditions for the DISTRICT to retain CONTRACTOR to provide the services described herein.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

**ARTICLE I  
ENGAGEMENT OF CONTRACTOR  
AND AUTHORIZATION TO PROCEED**

1.1 ENGAGEMENT: The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.1 of this AGREEMENT.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONTRACTOR to proceed will be as soon as both parties sign the AGREEMENT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT.

1.3 TERM: The term of this AGREEMENT shall commence upon the Effective Date and work shall commence until a permanent General Manager is hired and DISTRICT desires to terminate this AGREEMENT as described in Section 6.4.

**ARTICLE II  
SERVICES OF CONTRACTOR**

2.1 SCOPE OF SERVICES: The scope of services to be performed by the CONTRACTOR under this AGREEMENT are limited to related services ordinarily provided by a General Manager under same or similar circumstances and/or otherwise necessary to satisfy the minimum requirements of Section 3.3 of this AGREEMENT.

**ARTICLE III  
RESPONSIBILITIES OF THE DISTRICT AND OF CONTRACTOR**

3.1 DUTIES OF THE DISTRICT: The DISTRICT will provide a location for CONTRACTOR to provide the services, as well as all pertinent information reasonably necessary for performance of CONTRACTOR obligations under this AGREEMENT, as is reasonably available to the DISTRICT. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The Board President shall act as the DISTRICT representative for the work to be performed under this AGREEMENT.

The Board President has complete authority to transmit instructions, receive information, and interpret and define the DISTRICT's policies and decisions to CONTRACTOR. DISTRICT shall notify CONTRACTOR in writing of any change in the designated contact.

3.3 DUTIES OF CONTRACTOR: CONTRACTOR shall perform duties associated with the position of DISTRICT General Manager, until a permanent General Manager is hired, and in such a manner as to comply with all applicable professional standards of care, and shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

#### **ARTICLE IV PAYMENTS TO CONTRACTOR**

4.1 PAYMENT: The DISTRICT will pay CONTRACTOR for work performed under this AGREEMENT at the rate of Eighty-Five Dollars (\$85.00) per hour.

4.2 PAYMENT TO CONTRACTOR: Payment will be made by the DISTRICT within twenty (20) calendar days after receipt of invoice, and approval of such invoice by DISTRICT. CONTRACTOR shall invoice DISTRICT monthly for services performed under this AGREEMENT. In the event that a payment dispute arises between the parties, CONTRACTOR shall provide to the DISTRICT full and complete access to labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 EXPENSE REIMBURSEMENT: Consultant shall be entitled to reimbursement for expenses from the District if, with prior District approval, she incurs out of pocket costs associated with completion of work for the District, as approved by the District. Copies of receipts will be provided to the District in such instances. Any mileage on CONTRACTOR personal vehicle will be charged at the current IRS rate and submitted with invoices; and, any supplies purchased by the CONTRACTOR will be reimbursed at cost with proof of purchase. CONTRACTOR will have access to the DISTRICT vehicle for work performed under the AGREEMENT.

4.4 NO OTHER BENEFITS. DISTRICT shall not be responsible for and CONTRACTOR shall not be entitled to the payment of any other compensation or other amounts to the CONTRACTOR. Under no circumstances shall CONTRACTOR be eligible for or entitled to any of the compensation or benefits that CONTRACTOR may provide to its employees, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit

sharing, or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants, or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that Contractor shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

4.5 TAXES. DISTRICT shall report all compensation paid to CONTRACTOR under this Agreement on Form 1099. CONTRACTOR shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Company for any such taxes, penalties or interest.

## **ARTICLE V INDEPENDENT CONTRACTOR STATUS**

5.1 CONTRACTOR acknowledges that she is entering into this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR will not be eligible for any of DISTRICT's employee benefits. CONTRACTOR will not be considered an employee with regard to any laws concerning Social Security, disability insurance, unemployment compensation, federal, state, or local income tax withholding at local source, or any other laws, regulations, or orders relating to employees. Accordingly, CONTRACTOR agrees to discharge all obligations imposed on her as an independent contractor by all applicable federal, state, or local laws, regulations, or orders now or hereafter in force, including, without limitation, those relating to federal, state, and local income taxes and workers' compensation and those relating to the filing of all returns and reports and the payment of all assessments, taxes, and other sums required of an independent contractor. CONTRACTOR shall comply with any and all licensing requirements relating to being an independent contractor, including any business licenses, and shall supply DISTRICT with a duly executed IRS Form W-9 on or before the commencement of services.

5.2 In performing any and all services to DISTRICT, CONTRACTOR shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of DISTRICT. CONTRACTOR shall have no authority to bind DISTRICT, enter into contracts, or authorize expenditures without the prior written authorization of DISTRICT. CONTRACTOR shall be solely responsible for compensating and providing any benefits as required by law, contract, or policy to any employees of CONTRACTOR.

5.3 CONTRACTOR shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom CONTRACTOR delegates the performance of services under this Agreement, including but not

limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. CONTRACTOR shall defend and indemnify DISTRICT and its officers, directors, employees, and agents from any claim or liability asserted against DISTRICT by any personnel of CONTRACTOR arising from or relating to the performance of services under this Agreement.

5.4 To the extent CONTRACTOR and its personnel interact with employees of DISTRICT or perform services at the Company or its customers' locations, CONTRACTOR and its personnel shall comply with all rules and policies of DISTRICT that apply generally to all business visitors concerning safety and health, equal employment, unlawful harassment, substance abuse, and personal conduct.

5.5 CONTRACTOR is free to engage others to assist in the performance of the services under this Agreement. CONTRACTOR is free to work her own hours and set CONTRACTOR'S own schedule. DISTRICT neither has nor reserves the right to restrict CONTRACTOR from being concurrently engaged in another trade or business, and CONTRACTOR is free to work for others.

5.6 Except as otherwise provided in Section 4.3, CONTRACTOR shall be responsible for all business expenses associated with his or her trade or business under this Agreement, including but not limited to leasehold expenses, salaries, telephone, traveling, and lodging expenses, and DISTRICT shall not be obligated to pay any such expenses or to reimburse CONTRACTOR therefore.

## **ARTICLE VI GENERAL PROVISIONS**

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONTRACTOR if not identified as a sub-contractor in its Proposal unless prior written approval is obtained from the DISTRICT. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the services under this AGREEMENT. If CONTRACTOR subcontracts any of the work to be performed, CONTRACTOR shall be as fully responsible to the DISTRICT for the performance of the work. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of CONTRACTOR and the DISTRICT. Any substitution by subcontractor shall require the prior written approval of the DISTRICT. If the

DISTRICT determines that a proposed subcontractor is not acceptable, then CONTRACTOR shall provide a substitute acceptable to the DISTRICT.

6.3 NOTICES: Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or (if an email number is provided) sent by electronic transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) one (1) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses as such Party may subsequently designate to the other Party by notice given hereunder:

To DISTRICT: Russian River Flood Control and Water  
Conservation Improvement District  
151 Laws Avenue, Suite D  
Ukiah, CA 95482  
Phone:  
Email:

To CONTRACTOR: Elizabeth Salomone  
P.O. Box 764884 Grove Avenue  
Willits, CA 95490Ukiah, CA 95482  
Phone:  
Email:

As used herein, "**Business Day**" means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

6.4 TERMINATION OF AGREEMENT. DISTRICT may terminate this AGREEMENT by giving fifteen (15) days written notice to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further services under this AGREEMENT upon thirty (30) days written notice to DISTRICT. Upon

termination, CONTRACTOR shall return to DISTRICT all original documents, return keys, provide passwords and all other information needed to conduct day to day operations of the DISTRICT, and will receive payment for all amounts due and not previously paid to CONTRACTOR for services completed or in progress in accordance with the AGREEMENT prior to such date of termination.

6.5 ATTORNEYS' FEES: In the event that either the DISTRICT or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this AGREEMENT, to interpret this AGREEMENT or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or if proceedings has begun.

#### 6.6 INDEMNITY:

(a) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this AGREEMENT, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR's sub-contractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.

(b) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations,



liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this AGREEMENT.

(c) It is the intent of the parties to this AGREEMENT that the defense, indemnity and hold harmless obligation of CONTRACTOR under this AGREEMENT shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.7 SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements. CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to DISTRICT property, and for the safety of, and prevention of injury to, persons, including DISTRICT employees, CONTRACTOR employees, and third persons.

6.8 INTEGRATION AND AMENDMENT: This AGREEMENT contains the entire understanding between the DISTRICT and CONTRACTOR as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous AGREEMENTs, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties hereto. The Parties expressly acknowledge that this Agreement supersedes and terminates the Prior Agreement. Each party acknowledges that it has not executed this AGREEMENT in reliance on any promise, representation or warranty not set forth herein. This AGREEMENT may not be amended except by a writing signed by all parties hereto.

6.9 ASSIGNMENT: Neither Party shall sign or transfer its interest in this AGREEMENT without written consent of the other Party. All terms, conditions, and provisions of this AGREEMENT shall inure to and shall bind each of the Parties, and each of their respective heirs, executors, administrators, successors, and assigns.

6.10 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.11 AUTHORITY: The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to sign this AGREEMENT on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

CONTRACTOR:

By: \_\_\_\_\_  
Elizabeth Salomone, Contractor

Date: \_\_\_\_\_

DISTRICT:

MENDOCINO COUNTY RUSSIAN RIVER  
FLOOD CONTROL & WATER CONSERVATION  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
John Reardan, President

Date: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Contractor Agreement for Professional Services (“**Agreement**”) is made by and between the Mendocino County Russian River Flood Control & Water Conservation Improvement District (the “**District**”), and **AARON SUNBEAM** (the “**Consultant**”).

- A. The parties enter into this Agreement to set forth the terms and conditions upon which the Consultant will perform the administrative services described in Section B below.
- B. Services: The Consultant agrees to perform certain administrative services as mutually agreed upon, and which services include, but are not limited to, the following (“**Services**”):
  - 1. Assist in conducting monthly Meter Readings; and,
  - 2. Complete administrative tasks associated with meter records and administration, as necessary.
- C. Services and Method of Performing Services. Consultant shall determine, in his discretion, the method, detail and means of performing the Services. District may not control, direct or supervise Consultant in the performance of the Services.
- D. Qualifications. Consultant represents that he has the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner that enables him to satisfy the requirements of this Agreement.
- E. Status of Consultant. Consultant enters into this Agreement as an independent contractor. Under no circumstances shall Consultant look to District as his employer, or as a partner, agent, or principal. Consultant shall not be entitled to any benefits provided to District employees, including disability insurance, vacation or sick pay. Consultant owns all instruments and tools that will be used to complete the Services under this Agreement, but may also use District facilities and equipment to facilitate completion of the Services. Consultant, prior to the commencement of his services, shall provide District with documentation of her tax identification numbers.
- F. Compensation: As compensation for the Consultant’s administrative services performed under this Agreement, the District shall pay the Consultant an hourly rate of \$25/hour.
- G. Payment of Taxes. As Consultant is not District’s employee, Consultant is responsible for paying all required state and federal taxes for Consultant. In particular:
  - 1. District will not withhold FICA (Social Security) from Consultant’s payments;
  - 2. District will not make state or federal unemployment insurance contributions on Consultant’s behalf;

3. District will not withhold state or federal income tax from payment to Consultant;
  4. District will not make disability insurance contributions on behalf of Consultant; and
- H. Non-Exclusive Relationship. Consultant may perform services for and contract with as many additional clients, persons, or companies as Consultant, in his sole discretion, sees fit.
- I. Expense Reimbursement: The Consultant shall be entitled to reimbursement for expenses from the District if he incurs out of pocket costs associated with completion of work for the District, as approved by the District. Copies of receipts will be provided to the District prior to reimbursement.
- J. Compensation for Additional Services: If the District requests additional services of the Consultant beyond those services identified in Section B, the Consultant shall be compensated at the rate agreed upon above.
- K. Payment: The District will be billed monthly by the Consultant for the work completed as of the invoice date.
- L. Termination: This Agreement may be terminated: (a) by either party with a thirty (30) day's prior written notice to the other party; or (b) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for services rendered to the date of termination and for any work necessitated by that termination.
- M. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the District, its Board, officers and employees, Consultant shall indemnify, defend and hold harmless the District, its Board, officers and employees, from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- N. Miscellaneous Provisions:
1. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.
  2. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.
  3. This Agreement shall be modified or amended only by written agreement duly executed by the District and the Consultant.
  4. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect.
  5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Any claim or dispute that arises under this agreement shall be resolved by a court located in Mendocino County, California, except as otherwise agreed by the parties.
7. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party or their agent. A party may change its address for notice hereunder by giving written notice to the other party.

The parties have entered into this agreement as of the dates below.

Dated: \_\_\_\_\_, 2019

Aaron Sunbeam

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

Title: Independent Consultant

124 Ford Street  
Ukiah, CA 95482

Dated: \_\_\_\_\_, 2019

Mendocino County Russian River Flood  
Control & Water Conservation Improvement  
District

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

Title: \_\_\_\_\_

151 Laws Avenue, Suite D  
Ukiah, CA 95482