

**AGREEMENT BETWEEN LASSEN MODOC
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND BRYAN
HUTCHINSON**

THIS AGREEMENT is made between the LASSEN MODOC FLOOD CONTROL AND WATER CONSERVATION DISTRICT, (hereinafter "DISTRICT"), and BRYAN HUTCHINSON, with a principal place of business at P.O. Box 304, Bieber, CA, 96009, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS DISTRICT has need for ground water measuring and meter replacement services; and

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of March 1, 2017 through November 30, 2019.

3. PAYMENT.

DISTRICT shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to DISTRICT in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF DISTRICT.

DISTRICT shall provide CONTRACTOR with tools and equipment to perform the groundwater measuring services. DISTRICT shall also provide, at DISTRICT's expense, the replacement metering devices, and all materials necessary to be used in the replacement of those metering devices.

CONTRACTOR shall use his personal vehicle, subject to reimbursement pursuant to attachment B herein, for travel to and from his home to groundwater measuring and meter replacement sites.

Any data that CONTRACTOR records pursuant to the terms of this agreement shall be the property of DISTRICT.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Robert Burns, District Counsel, is the designated representative of the DISTRICT and will administer this Agreement for the DISTRICT. Bryan Hutchinson is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A-Services
- Attachment B-Payment
- Attachment C-Additional Provisions
- Attachment D-General Provisions
- Attachment E-No Third Party Beneficiaries

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

///

CONTRACTOR
Bryan Hutchinson*

Dated: _____

By: _____
Bryan
Hutchinson

DISTRICT
Lassen Modoc Flood Control and Water Conservation
District

Dated: _____

By: _____
Chair

Approved as to form:

By: _____
Robert M. Burns
District Counsel

[1Contract Standard Professional Services Master v20150602]

**ATTACHMENT A
AGREEMENT BETWEEN LASSEN MODOC
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND
BRYAN HUTCHINSON**

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

1. CONTRACTOR shall measure and record groundwater heights from selected water wells twice annually, once during spring and again in the fall; and
2. CONTRACTOR shall replace, as necessary, such water measuring devices (meters) for the selected water wells.
3. CONTRACTOR is allowed the use of common sense and sound discretion in selecting which meter replacements to perform, and which wells to measure, whose accessibility may be limited due to weather conditions, poor road conditions, etc.

END OF ATTACHMENT "A"

**ATTACHMENT B
AGREEMENT BETWEEN LASSEN
MODOC FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND BRYAN
HUTCHINSON**

PAYMENT

DISTRICT shall pay CONTRACTOR as follows:

\$30.00 PER HOUR commencing at the time CONTRACTOR leaves his home to go to measure ground water or replace meters. Payment will continue until such time as CONTRACTOR has completed work and returns to his home.

CONTRACTOR shall utilize his own vehicle or vehicles for the above work and shall be paid mileage at the IRS approved rate then in existence at the time of travel.

CONTRACTOR shall keep a log, identifying which water wells and addresses were measured, when they were measured, how much time was dedicated to each task, which meters were replaced, the address that corresponds to each replacement, how long it took to perform said replacement, and all mileage traveled to and from jobs, including odometer beginning and ending.

CONTRACTOR shall submit to DISTRICT this accounting, in the form of an invoice, on a monthly basis, during the term of this agreement, as long as there is work being performed during the month for which an invoice is being submitted.

DISTRICT shall review this invoice, and when appropriate, approve its payment through the DISTRICT Auditor (Lassen County Auditor) and shall mail payment to CONTRACTOR within 30 days of approval of CONTRACTOR's invoice.

At no time will the amount paid under this agreement exceed \$25,000.00.

END OF ATTACHMENT "B"

Page 1

_____ DISTRICT Contractor Initials _____

**ATTACHMENT C
AGREEMENT BETWEEN LASSEN MODOC
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND BRYAN
HUTCHINSON**

ADDITIONAL PROVISIONS

None.

END OF ATTACHMENT "C"

include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to DISTRICT.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to DISTRICT at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the DISTRICT and the DISTRICT, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to: Robert Burns, District Counsel

Upon DISTRICT's request, CONTRACTOR shall deliver certified copies of any insurance policies to DISTRICT.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to DISTRICT as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, DISTRICT may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to DISTRICT upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to DISTRICT a renewal or new policy to take the place of the policy expiring.

D.5.8 DISTRICT shall have the right to request such further coverages and/or endorsements on the insurance as DISTRICT deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to DISTRICT in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

DISTRICT shall not be liable for, and CONTRACTOR shall defend and indemnify DISTRICT and its officers, agents, employees, and volunteers (collectively "DISTRICT Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of DISTRICT Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify DISTRICT Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of DISTRICT Parties.

____ DISTRICT

ATTACHMENT D

Contractor Initials _____

D.19 MINOR AUDITOR REVISION. In the event the Lassen DISTRICT Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the DISTRICT or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the DISTRICT of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by DISTRICT and shall apply to any claim against DISTRICT arising out of any acts or conduct under the terms and conditions of this Agreement.

_____ DISTRICT ATTACHMENT D Contractor Initials _____

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to DISTRICT a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of DISTRICT in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any DISTRICT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the DISTRICT or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in

____ DISTRICT

ATTACHMENT D

Contractor Initials _____

Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The DISTRICT shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing DISTRICT with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to
"DISTRICT":

Robert Burns,
District Counsel
221 S. Roop St.,
Susanville, CA
96130

If to "CONTRACTOR":

Bryan
Hutchinson
P.O. Box 304
Bieber, CA 96009

END OF ATTACHMENT "D".

____ DISTRICT

ATTACHMENT D

Contractor Initials _____

