

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for administrative support services (“Agreement”) is hereby entered into by and between the Del Norte County Fairgrounds Recreation and Park District, an independent special district of the State of California (“the District”), and Patti Vernelson, an individual (“Contractor”).

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

1. IDENTIFICATION OF CONTRACTOR. The name and address of Contractor are: Patti Vernelson (707) 218-8494. Contractor will provide District with a completed W-9 before rendering services under this Agreement.

2. SERVICES. Contractor will provide administrative support services, including, but not limited to, the following: meet with chair of the board of directors (“Board”) to create agendas, post agendas, attend all board meetings, take minutes of the board meetings, process Public Records Act requests, update the District’s website with public records, draft various other documents as requested by the Board, and work with District’s legal counsel as necessary and directed by the Board.

3. TERM. This Agreement is for a term of **one year**, commencing upon the execution of this Agreement. This contract is renewable upon a signed agreement between all parties.

4. PAYMENT. District will pay Contractor at a rate of Forty dollars (\$40.00) per hour for general administrative services and Fifty Dollars (\$50.00) for grant related management. The total compensation paid to the Contractor under this Agreement may not exceed twelve thousand dollars (\$12,000) without approval by the Board. Contractor must submit requests for payment after completion of services no later than the fifth day of the month following provision of the services. The statement of services must include an itemization of services performed, the time spent performing services, and the dates on which services were rendered. District will not pay Contractor for meals, lodging or other travel costs not included in this Agreement unless such costs are approved in advance by the Board. If the District pays Contractor for meals, lodging or other travel costs, the District will pay IRS per diem rates in effect on the dates those costs were incurred by Contractor.

5. FACILITIES. Contractor at her sole cost and expense must furnish all facilities, equipment, and other materials that may be required for furnishing services pursuant to this Agreement, with the exception of the space and equipment necessary to scan minutes and other documents for the District, and store the District’s records.

6. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor is responsible for Contractor’s own operating costs and expenses, property and

income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. Contractor agrees that she is not an employee of the District. The District does not have the right to control the means by which Contractor accomplishes services rendered under this Agreement.

7. INSURANCE. Contractor must maintain automobile insurance for all automobiles used during the performance of services under this Agreement with minimum policy limits of \$250,000 per occurrence/aggregate for bodily injury and property damage. Contractor must have the policy endorsed to include the District and its elected officials as additional insureds with respect to liability arising out of automobiles owned, lease, hired or borrowed by or on behalf of the Contractor. For any claims related to liability incurred while performing services under this Agreement, Contractor's insurance coverage will be primary insurance as respects the District and its elected officials. Each insurance policy must state that coverage may not be canceled, except with 30 days' written notice to the District.

8. TERMINATION. The District and Contractor each have the right to terminate this Agreement upon 30 days written notice to the other party. If the District elects to terminate this Agreement, Contractor will be entitled to receive compensation for all services rendered prior to the effective date of termination.

9. STANDARD OF PERFORMANCE. Contractor must perform all services required pursuant to this Agreement in the manner and according to the standards observed by competent practitioners of the profession in which Contractor is engaged.

10. NON-DISCLOSURE. Except as required by law, Contractor must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of the District without the prior written consent of the Board.

11. OWNERSHIP OF MATERIALS. Except for Contractor's pre-existing property, the District is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of the District, Contractor must deliver to the District all writings, records, and information created or maintained pursuant to this Agreement.

12. INDEMNITY. Contractor must defend, indemnify, and hold harmless the District and its elected officers from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, to the extent arising from the negligence or willful misconduct of Contractor in the performance of services rendered under this Agreement.

13. WAIVER. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the other

party of any provision hereof will not affect in any way the right to require such performance at a later time.

14. AMENDMENTS. Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

15. NO ASSIGNMENT. This Agreement and any amendments hereto are not assignable by Contractor either voluntarily or by operation of law without the prior written consent of the District. Any attempt to assign this Agreement will be legally void.

16. INTEGRATION. This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of May, 2023 at Crescent City, California.

DISTRICT

CONTRACTOR

Chair of the Board

Patti Vernelson

Secretary of the Board