

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

**TOMALES VILLAGE COMMUNITY SERVICES DISTRICT & BONNIE MACLAIRD**

**DATED: DECEMBER 1, 2022**

1. **The Parties.** The Parties to this agreement are: The Tomales Village Community Services District (the District), a California Special District, and Bonnie MacLaird (Consultant).
2. **Term.** The effective date of this Agreement is December 1, 2022, and it shall terminate at the close of business on 11/30/25, unless extended or terminated earlier in accordance with the provisions set forth herein.
3. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District basic financial services, as more particularly described in Scope of Work, Addendum A.
4. **Compensation.** District hereby agrees to pay Consultant on an hourly basis, as set forth in Addendum A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement.
  - a. District has no responsibility for any other contributions beyond compensation and expenses required under this Agreement.
  - b. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
5. **Performance Monitoring.**
  - a. Consultant shall submit reports requested by the District to disclose compliance information,
  - b. the District shall have the right to inspect Consultant's documents, activities and circumstances as appropriate to monitor compliance,
  - c. the District will conduct a formal evaluation of Consultant's performance annually, measuring criteria set by the District's Board of Directors.
6. **Termination and Amendment.**
  - a. **Termination for Cause.** The District reserves the right to terminate this Agreement in the event Consultant breaches or violates any term or terms of the Agreement. In the event of such termination for cause, the District shall pay for services performed and accepted by the District that are in compliance with the requirements of this Agreement prior to the date of termination.
  - b. **Termination for Convenience.** The District reserves the right to terminate this Agreement without showing cause upon giving sixty (60) days written notice to the Consultant. The Consultant also reserves the right to terminate this Agreement without showing cause upon giving sixty (60) days written notice.
  - c. **In the event of Termination.** Consultant shall be entitled to compensation for services performed to the effective date of termination; District however may condition payment of

such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

7. **Ownership of District Data.** Any and all data or confidential information that may be provided to or made available to Consultant ("District Data") is and shall remain the property of the District. Consultant shall not: (a) use the District Data other than in connection with the performance of the Services; (b) disclose, sell, assign, lease or otherwise provide the District Data to any third parties; or (c) commercially exploit the District Data.
8. **Representations.** In connection with signing and carrying out the Agreement, Consultant represents to the District that the Consultant is competent to perform the Services and will carry out the Services in a timely manner.
9. **Notices.** Notices permitted or required under this Agreement shall be in writing and may be given by either (i) personal service, or (ii) certified US mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable:
  - a. Consultant: Bonnie MacLaird, P.O. Box 197, Tomales, CA 94971
  - b. District: TVCSD, P.O. Box 303, Tomales, CA 94971
10. **Insurance.** Consultant is an independent contractor and maintains own medical insurance, workers compensation coverage, automobile insurance and pays own taxes.
11. **Disputes.** This Agreement shall be governed by the laws of the State of California. The Parties agree that any dispute between them arising out of or relating to this Agreement, which cannot be resolved by mutual agreement, shall be resolved by binding arbitration before a mutually acceptable arbitrator under the commercial rules of the American Arbitration Association. If they fail to reach agreement, the arbitrator shall be appointed by the Presiding Judge of the Superior Court of Marin County, California. Unless the parties agree otherwise, the arbitration shall be held in Tomales, California. Any award issued following arbitration may be confirmed as a judgment in any court of competent jurisdiction.
12. **Consultant as Independent Contractor.** This Agreement is not intended to and will not constitute, create, or give rise to a joint venture, partnership, or any other business association or organization of any kind between Consultant and the District. The rights and the obligations of the Parties are only those expressly set forth in this Agreement. Consultant shall perform under the Agreement as an independent contractor and not as a representative, employee, agent, or partner of the District.
13. **Compliance with Laws.** In the Consultant's best judgment, Consultant shall comply with all applicable federal, state and local laws, rules, regulations, and policies.
14. **Modifications and Amendments.** No changes, amendments or modifications of the Agreement, or any part hereof, shall be valid unless in writing and signed by both Parties.
15. **Assigns.** District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence

of Consultant. Neither Consultant nor the District may assign or transfer all or any portion of this Contract without the prior written consent of the other Party.

16. **Cooperation.** If this Agreement is terminated for any reason, or if it expires on its own terms, Consultant agrees to: (a) make every effort to assure an orderly transition to another provider of the Services and an orderly demobilization of its own operations in connection with the Agreement; (b) promptly return all District property, including District Data (as defined in Section 7 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration.
17. **Waiver.** The making or failure to make any payment, take any action or waive any right under this Agreement shall not be deemed to be an amendment of this Agreement nor a consent to such action or failure to act, or to any other action or failure to act. No waiver by either Party of a breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right or remedy under this Agreement.
18. **Severability.** If any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of an interpretation by any court or other governmental body, this Agreement shall be construed as not containing that provision and all other provisions of this Agreement shall remain in full force and effect.
19. **Non-Liability of Public Officials.** Consultant will not charge any director, officer, representative, volunteer, official, employee or agent of the District personally with any liability or expenses of defense or hold any director, officer, representative, volunteer, official, employee or agent of the District personally liable to it under any term or provision of the Agreement or because of the District's execution or breach of the Agreement.
20. **Confidentiality.** Consultant acknowledges that it will be entrusted with or have access to valuable and confidential information, including documents, data and records of the District. With respect to that information, Consultant agrees to be held to the standard of care of a fiduciary. If Consultant is presented with a subpoena or request concerning any such information which may be in Consultant's possession by reason of the Agreement, Consultant shall immediately give notice to the District so that the District will have the opportunity to contest such subpoena or request before the documents, data or records are submitted to a court or third party. Consultant is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
21. **Entire Agreement.** This Agreement, together with the Addendum A, constitutes the entire agreement and understanding between the parties related to its subject matter. All prior or contemporaneous conversations, negotiations, agreements and representations with respect to the subject matter hereof are superseded by the written terms of this Agreement.
22. **Conflict of Interest.** Consultant covenants that it presently has no financial or other interest which has not been disclosed and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. In addition, Consultant shall complete and file a statement of economic interests Form 700 disclosing their financial interests.

23. **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
24. **Authority.** The persons signing this Agreement certify that they have the power and authority to enter into and execute this Contract on behalf of the contracting Parties.
25. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
26. **The Parties hereby agree to the terms and provisions set forth in this Agreement as of the Effective Date set forth above and agree to be bound by the terms and provisions, including those set forth in the attached Addendum to Agreement.**

District

Consultant

By:

Donna Clavus 11 SEP 2011

Title:

Board President

By:

Bonnie MacLeod

Title:

Financial Services

**ADDENDUM A: AGREEMENT BETWEEN TOMALES VILLAGE COMMUNITY SERVICES  
DISTRICT & BONNIE MACLAIRD, DATED DECEMBER 1, 2022**

**A. Consultant's Primary Contact.**

Bonnie MacLaird

131 Dillon Beach Road / P.O. Box 197, Tomales, CA 94971

PH: 415-331-1631 EMAIL: maclaird.marketing@yahoo.com

**B. Services to be Provided.**

The Services to be provided under this Agreement are described in detail in the Scope of Work below which is hereby incorporated into this Agreement by this reference.

**C. Compensation and Reimbursement of Expenses.**

The Consultant will be compensated at the rate of **\$42.50 hourly** for work performed, to be reviewed annually and raised in accordance with Cost-of-Living increases. The District will reimburse expenses approved as incurred on behalf of the District and mileage approved for District purposes at the published IRS rate for business mileage.

Consultant shall submit invoices monthly. District shall make monthly payments within 2 business weeks of receipt. Consultant is solely responsible for the payment of taxes, and personal insurance.

**D. Scope of Work:**

- Oversees the general accounting functions of the District including accounts payable, accounts receivable, payroll, grant reporting, audit support and all other related accounting functions.
- Prepares quarterly financial statements in accordance with Generally Accepted Accounting Principles.
- Maintains finance-related activities for the District and provides financial guidance and assistance, including monitoring cash flow.
- Supervises and participates in creating the annual operating budget.
- Directs the forecasting of funds needed for staffing, equipment, and materials; monitors expenditures.
- Ensures internal controls & accounting practices are in place appropriate for local government.
- Oversees and coordinates the annual financial statement audit, including preparation of the annual financial statements and related disclosures.
- Ensures compliance with all government reporting requirements and tax filings.
- Attends Board meetings, as requested; and attends all FAC Meetings as a participant.
- Makes presentations to the Board of Directors, as requested.
- Responds to requests from Board Directors, Bankers, County entities, and Vendors as directly related to position.