

CENTRAL VALLEY SALINITY COALITION
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made on this ____ day of _____, 2009 by and between the Central Valley Salinity Coalition a nonprofit corporation, hereinafter referred to as "CVSC" and _____ hereinafter referred to as "Consultant"

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- CVSC desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by CVSC in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to CVSC that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in Exhibit A- Scope of Work or Services or in additional written Task Orders issued by CVSC to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, CVSC and Consultant agree to the following:

ARTICLE I TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until _____, 2009, unless extended or sooner terminated as provided for herein.

ARTICLE II SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Executive Director of CVSC. Each assignment shall be made in the form of a written Exhibit to this agreement or Task Order. Each such Exhibit or Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of CVSC.

ARTICLE III COMPENSATION

3.01 In consideration for the services to be performed by Consultant, CVSC agrees to pay Consultant as provided for in each Task Order or Exhibit to this Agreement.

3.02 Each Task Order or Exhibit to this Agreement shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 CVSC shall reimburse Consultant for reasonable and necessary expenses incurred by Consultant in the performance of services for CVSC. Reimbursement shall be according to a schedule set forth in each Task Order or Exhibit to this Agreement.

3.04 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order or Exhibit to this Agreement unless approved in advance by the Executive Director of CVSC, in writing.

3.05 Unless otherwise provided for in any Task Order or Exhibit to this Agreement issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt by CVSC's Project Manager from Consultant of a timely, detailed, corrected, written invoice, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of CVSC. Hourly charges shall be based on the rates shown in Exhibit B. In the event that no rate or charges is listed in Exhibit B for a particular type of extra work or category of work, Consultant shall be paid for the extra work at a rate to be mutually agreed upon in writing prior the commencement of the extra work. Such invoices shall also include a detailed itemization of expenses incurred. Such invoices shall be received in CVSC's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. Each such invoice shall be provided to CVSC by Consultant within 15 days after the end of the month in which the services were performed.

ARTICLE IV CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order or Exhibit to this Agreement. In performing the services required by this Agreement and any related Task Order or Exhibit to this Agreement, Consultant shall comply with all applicable local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order or Exhibit to this Agreement.

4.02 Except as otherwise provided for in each Task Order or Exhibit to this Agreement, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by CVSC. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$1,000,000.00 per occurrence for each such policy. Such policy shall name CVSC, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to CVSC, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by CVSC under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for CVSC. Architects' and engineers' coverage shall include contractual liability;

4.03c Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for CVSC under this Agreement or related Task Order or Exhibit to this Agreement to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of CVSC for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by CVSC and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVSC that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to CVSC prior to issuance of the notice to proceed. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to CVSC. CONSULTANT acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVSC free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligent acts or omissions or willful misconduct of Consultant in performing services assigned by CVSC.

4.04 Consultant hereby covenants and agrees that CVSC, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission or misconduct of Consultant. Consultant shall save and hold harmless, defend and indemnify CVSC and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's performance of the work required under this Agreement and any related Exhibit or Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Exhibit or Task Order, except such loss or damage which was caused by the active negligence or willful misconduct of CVSC. If requested by any of the indemnitees, Consultant will defend any such suits at their sole cost and expense. Consultant's obligations under this section shall exist regardless of concurrent active negligence or willful misconduct on the part of CVSC or any other person, CVSC's obligation to indemnify and defend shall be limited to the proportion of active negligence or willful misconduct attributable to us, our sub consultants or any person under our direction or control.

4.05 In the event that CVSC requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order or Exhibit to this Agreement, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Exhibit to this Agreement or Change Order. However, in the event CVSC is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V CVSC OBLIGATIONS

5.01 CVSC shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order or Exhibit to this Agreement that are in CVSC's possession;

5.01b CVSC shall agree to cooperate with Consultant and be reasonably available to confer with Consultant upon request.

ARTICLE VI ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Executive Director of CVSC may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of CVSC.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or Exhibit to this Agreement or authorized Change Order without the prior written approval of the Executive Director of CVSC, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise CVSC as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Executive Director or Board of Directors of CVSC.

6.04 In the event that CVSC orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by CVSC and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII TERMINATION OF AGREEMENT

7.01 In the event the time specified for completion of an assigned task in a Task Order or Exhibit to this Agreement exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order or Exhibit to this Agreement and thereupon this Agreement shall automatically terminate without further notice.

7.02 Notwithstanding any other provision of this Agreement, CVSC, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

7.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE VIII CONSULTANT STATUS

8.01 Consultant shall perform the services assigned by CVSC in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of CVSC. Consultant shall be under the control of CVSC only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with CVSC's liaison and Executive Director, as provided for in this Agreement.

8.02 Consultant hereby specifically represents and warrants to CVSC that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE IX AUDIT AND OWNERSHIP OF DOCUMENTS

9.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned

to it by CVSC are the sole property of CVSC, and Consultant shall promptly deliver all such materials to CVSC. Consultant may retain copies of the original documents, at its option and expense.

9.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CVSC may deem necessary, Consultant shall make available to CVSC's agents for examination of all such records and will permit CVSC's agents to audit, examine and reproduce such records.

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for CVSC and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CVSC. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order or Exhibit to this Agreement issued hereunder, any monies earned that may be due Consultant from CVSC as of the date of death will be paid to Consultant's estate.

10.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by CVSC if requested by Consultant and agreed to in writing by CVSC. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused in any way by the lack of foresight on the part of Consultant.

10.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages. Consultant hereby agrees to conform to all local, State and federal laws regulating or governing the services provided und this Agreement for this 503 (c) (6) organization.

10.06 CVSC expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest.

10.07 This agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

10.08 Consultant hereby agrees that funding provided for this agreement may come from local, state and federal sources and require additional disclosures or compliance including but not limited to the following: During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code Section 12990 et seq., set forth in Chapter 5 of 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. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10.09 Notice: Any notice or approval that either party is required to give the other pursuant to this agreement shall be personally delivered, send by U.S. Mail or electronic mail addressed as follows:

To CVSC

Daniel Cozad
360 Lakeside Avenue
Redlands, Ca 92373
909-793-8498
dcozad@cvsalinity.org

To Consultant

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

CENTRAL VALLEY SALINITY COALITION INC.

Draft

Daniel Cozad, Executive Director
360 Lakeside Avenue
Redlands, CA 92373
(909) 793-8498

Date

(CONSULTANT NAME)

Signature

Date

Typed/Printed Name

Address
City State and Zip
Phone

Exhibit A - Scope of Work or Services

I. PROJECT NAME OR DESCRIPTION

II. SCOPE OF WORK/SERVICES and DELIVERABLES

Deliverables

Consultant shall deliver to CVSC not later than the date or dates indicated, the following:

All deliverables shall be provided in acceptable formats for distribution and in original program format.

III. TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the Project to perform the specific tasks as described in Attachment A (or describe tasks here).

IV. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Agreement is signed by CVSC and shall complete performance of such services by or before _____, 2009.

V. CVSC LIASION

Daniel Cozad will serve as liaison between CVSC and Consultant for this scope of work unless otherwise provided.

VI. COMPENSATION

For all services rendered by Consultant pursuant to this Exhibit, Consultant shall receive a total not-to-exceed sum of \$ _____ in accordance with the Schedule of Hourly Rates, attached to this agreement as Exhibit B, and shall be reimbursed for reasonable and necessary expenses incurred in the connection with the performance of services hereunder. Subcontract costs shall have no more than 5% markup on actual invoice from authorized subcontractors to be paid. Payment of the fees and expenses incurred shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to CVSC by Consultant within 15 days after the end of the month in which the services were performed.

VII. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor;
- b. The Exhibit or Task Order or Orders issued pursuant to the Agreement, in numerical order;
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore;
- d. Specifications or drawings incorporated by reference.

Exhibit B - Statement of Consultant Billing Rates

To be provided by consultant

Draft