

AGREEMENT FOR SERVICES

THIS MASTER AGREEMENT FOR SERVICES ("Agreement") is made and entered into this day of June 17th, 2024, by and between RD 2035 ("RD"), and Roger Cornwell, ("contractor") (each a "party" and collectively "the parties").

AGREEMENT:

RD and Contractor agree as follows:

1. Scope of Services.

- A. Provide support and advice to RD focusing on operations and infrastructure; advise RD on available grant funding for infrastructure repairs and improvements; advise RD on efficiency of water use and delivery.
- B. Contractor shall keep all information regarding RD confidential to the extent information is not public or required to be produced by law.
- C. Contractor shall interface as needed with RD executives and employees, and report to the President and GM of RD.
- D. Initial advice should focus on evaluation of the following items:
 - a. #27 return pump station for water delivery and flood control
 - b. #28 drain pump station for flood control
 - c. Lake pump station for water delivery and flood control
 - d. Lining of our cross canal or have it turned into a weir (having it lined is a possibility through the LTO agreement between settlement contractors and bureau)
 - e. Excavator purchase for maintaining delivery and drain ditches
 - f. Updated automatic gates that are currently in the levee for flood control
 - g. Possible upgrades to field delivery valves to meter water usage for each field

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as agreed or the Agreement is terminated pursuant to the provisions of Section 4, below.
3. Compensation.
 - A. Contractor shall be paid in accordance with the fee negotiated at \$175.00 per hour.
 - B. Contractor and RD anticipate approximately 8 hours per week will suffice to fulfill the above scope of services, however, this is not a cap should the parties decide that more time is needed.
4. Termination. Either party shall have the right to terminate this agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to RD or contractor at the address indicated in Section 5.
5. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. RD shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to RD 2035:

Attention: Jesse Clark
45332 County Road 25
Woodland, CA 95776

If to Roger Cornwell:
813 Fairview Drive
Woodland, CA 95695

6. Independent Contractor.
 - A. Roger Cornwell is an independent contractor, and no relationship of employer-employee exists between the parties. RD is not required to make any deductions or withholdings from the compensation payable to contractor under the provisions of this Agreement, and as an independent contractor, contractor indemnifies and holds RD harmless from any and all claims that may be made against RD based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. Contractor, in the performance of its obligation hereunder, is subject to the control or direction of RD to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by contractor for accomplishing the results.
 - C. If, in the performance of this Agreement, any third persons are employed by contractor, such person shall be entirely and exclusively under the direction, supervision, and control of contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by contractor.
 - D. As an independent contractor and not an employee of RD, contractor shall have no right to act on behalf of RD as its agent or have the authority to bind RD to any obligation.
7. Authority of contractor. It is understood that contractor is to provide services to RD. Contractor shall possess no authority with respect to any RD decision. RD is responsible for and shall make all governmental decisions related to the work of contractor.
8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of RD.
9. Indemnification. Subject to California civil code section 2782.8, contractor shall indemnify, defend, and hold harmless RD, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by RD), injury, or damage caused by the recklessness, negligent acts or omissions, or intentional misconduct of contractor, its employees, officers, or agents, or any of its contractor or subcontractors used in performance of this agreement.
10. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in a manner and according to the professional standards observed by a competent practitioner of the profession in which contractor and any subcontractors are engaged.
11. Responsibility of Contractor.
- A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractor performed in connection with this Agreement. Any review, approval, or concurrence therewith by RD shall not be deemed to constitute acceptance or waiver by RD of any error or omission as to such work.
 - B. RD shall promptly notify contractor of any defect in contractor's performance.
12. Interest of Contractor. Contractor covenants that it has, at the time of the execution

of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

13. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.
14. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to RD or contractor at the address indicated in Section 5. In the event of termination:
 - A. Contractor shall immediately cease rendering services pursuant to this Agreement.
 - B. Upon the request of RD, contractor shall deliver to RD copies of all writings, if any, prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to RD upon termination become the sole property of RD.
 - C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to RD for damages suffered as a result of contractor's failure to comply with the terms of this agreement.
15. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.
16. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.
17. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in

accordance with the terms hereof constitute the entire Agreement and understanding between RD 2035 and Roger Cornwell as to the subject matter hereof and supersedes all prior oral and written agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

RD 2035

ROGER CORNWELL

By: 
Jesse Clark, General Manager

By: Roger Cornwell
Roger Cornwell, Contractor

DATED: 06/17/2024

DATED: 7-5-2024