

INDEPENDENT CONTRACTOR AGREEMENT

Clerk to the Board of Directors

This Independent Contractor Agreement (Agreement)), between the Sierra Valley Groundwater Management District Board of Directors, hereinafter referred to as the "District"; and Jennifer Gant, hereinafter referred to as the "Contractor" (collectively, the "Parties") is effective as of January 1, 2019.

The District desires to obtain board clerk services from Contractor. This Agreement shall be in effect for one year, subject to District review and approval. As Clerk to the Board of Directors (Board Clerk), the Contractor is required to perform the following services as needed and undertake the following responsibilities in a professional manner. The Parties hereby agree that said services, as noted in Position and Duties below, will be based on a calendar year cycle and contingent on the availability of District funds. District financials will be reviewed at the beginning of the fiscal year (July) and at the six-month interval (January) of each year to ensure funding is available. After the January review, the Parties will mutually agree as to the termination or continuance of this agreement via an amendment.

POSITION AND DUTIES

In addition to the listed services, the Contractor will undertake other duties required of a Clerk to the Board of Directors as may be needed by the District. It is expected that the Contractor will, acting independently, identify tasks/duties that need to be carried out as Board Clerk subject to the authorization of the Board of Directors as appropriate.

The duties listed are not intended to be exhaustive or exclusive:

- (a) Checking and examining documents, accounts, forms, claims etc. for accuracy and consistency.
- (b) Typing correspondence, forms, minutes, letters, resolutions etc. as directed
- (c) Filing of documentation.
- (d) Acting as the first point of contact.
- (e) Dealing with queries
- (f) Opening, distribution and sending of post, emails etc.
- (g) Arranging meetings.
- (h) Maintaining up to date records and inputting data.
- (i) Preparing materials for Board meetings and press releases, maintaining files and researching past Board actions.
- (j) Recording Board actions, preparing and distributing approved agendas, resolutions, ordinances, and preparing and disseminating minutes of all meetings.
- (k) Maintaining financial records and claims of District payments and deposits.

- (l) Keeping inventory of office supplies and ordering supplies as needed. Ordering resource materials, office supplies, etc. under the general direction of the Board.
- (m) Communicating and working cooperatively with the SVGMD Chairman.
- (n) Assisting the Board of Directors.

The Contractor accepts and agrees to such responsibilities and shall also perform such other duties as are customarily performed by similarly situated Board Clerk. Other duties as may arise from time to time and as may be assigned to the Contractor.

INDEPENDENT CONTRACTOR

The Contractor shall perform all duties of a Clerk to the Board of Directors as an independent contractor.

Contractor shall provide for any equipment, office space or transportation required to perform the duties described herein at Contractor's own expense.

Contractor shall devote as much time to the described duties as necessary but is not restricted from performing like or similar services to other agencies or individuals.

It is the intent of this Agreement that the Board of Directors establish the required outcome and that Contractor deliver such outcome. Contractor shall use Contractor's best judgment and expertise in the performance of these duties.

COMPENSATION

As an independent contractor of the District the Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the District.

The District shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

As compensation for the services provided by the Contractor under this Agreement and the mileage driven for business purposes, the District will pay the Contractor a stipend of \$850 per month based on a 1099 reimbursement for services. The Contractor shall issue invoices to the District's accounts payable department.

The Agreement will be reviewed annually by the Board of Directors and any stipend adjustments, contingent on adequate funding, must be authorized by the Board and will become effective each succeeding January.

All reasonable expenses arising out of the Contractor's work shall be reimbursed assuming the charges have been authorized prior to being incurred and with the provision of appropriate receipts.

The District reserves the right to amend or vary the terms and conditions of the Agreement from time to time. The Contractor will be given not less than 60 days written notice of any significant changes to the terms and conditions of the Agreement.

TERMINATION

The Parties may, at their own discretion, terminate this Agreement for any reason without cause by providing the other party with 60 days written notification. The District may terminate this Agreement immediately if the Contractor is in violation and will compensate the Contractor only to the date of such termination. All correspondence generated by the Contractor is the sole property of the District and will be surrendered to the District, along with all other District property, at the time of termination.

ENTIRE AGREEMENT

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

IN WITNESS WHEREOF the District has caused this agreement to be executed by its duly authorized officers and the Contractor has set her hand as of the date first above written. SIGNED, SEALED AND DELIVERED in the presence of:

_____ Einen Grandi

[Signature of District Chairman]

_____ Jennifer Gant

[Signature of Contractor]