



**LAKE COUNTY RESOURCE CONSERVATION DISTRICT
and [CONTRACTOR NAME]**

**INDEPENDENT CONTRACT AGREEMENT
MASTER AGREEMENT FOR SERVICES**

Lake County Resource Conservation District (hereinafter referred to as "DISTRICT"), does hereby agree with **[CONTRACTOR NAME]**, hereinafter called "CONTRACTOR" as follows:

1. **MASTER AGREEMENT.** DISTRICT is retaining CONTRACTOR under this **Master Agreement** (hereinafter referred to as the "Agreement") to carry out support services as detailed in individual **Task Orders**. Individual Task Orders should include mutually approved scopes of work, including any specific deliverables, schedule and timeline expectations, billing rate and total budget, and any other invoicing and payment terms necessary to assist DISTRICT with various projects. Both parties agree that this Agreement is an independent contractor agreement where the CONTRACTOR provides the specified services, as outlined in the Task Orders and acts as an independent contractor. CONTRACTOR will implement the projects as determined by DISTRICT and CONTRACTOR collectively, in accordance with the terms, conditions and specifications in this Agreement and as outlined in individual Task Orders. The approved scope of work and other details in each Task Order may be created and modified without amendment of this Agreement. CONTRACTOR and DISTRICT agree in the performance of work, duties, and obligations devolving upon each related project and Task Order.
2. **LEGAL COMPLIANCE.** CONTRACTOR and DISTRICT agree that CONTRACTOR is qualified to perform duties to which they are assigned and will at all times endeavor to perform and their associated duties and facilitation under this Agreement in accordance with the ethical standards of their professions and company policies. DISTRICT agrees to enable successful CONTRACTOR performance by providing information CONTRACTOR requires in order to perform assigned duties. All services to be performed by CONTRACTOR and DISTRICT pursuant to this Agreement shall be performed in accordance with applicable federal, state, county and municipal laws, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of California
3. **CONFIDENTIALITY.** All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Contractor, unless the disclosure is required pursuant applicable law. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the DISTRICT. - The CONTRACTOR agrees that any intellectual property provided to him/her by the DISTRICT will remain the property of the DISTRICT. However, the CONTRACTOR may use DISTRICT's information as a case study-with DISTRICT's permission.
4. **TERMINATION.** This Agreement may be terminated by either party without cause by furnishing the other party with written notice at least thirty (30) days prior to such termination. If DISTRICT terminates this Agreement, the CONTRACTOR shall take all reasonable measures to prevent further costs to DISTRICT under this Agreement, and DISTRICT shall be responsible for any reasonable and non-cancelable obligations incurred by the CONTRACTOR in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement. Payments made to CONTRACTOR or recoveries by DISTRICT under a termination for cause shall be in accordance with the legal rights and liabilities of the CONTRACTOR and DISTRICT.
5. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or

the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach. If any action at law is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. CONTRACTOR agrees to defend, indemnify, and hold DISTRICT, its officers, and employees (collectively the INDEMNIFIED PARTIES) harmless against liability for damages to the extent caused by CONTRACTOR's negligence or willful misconduct in performing its obligations under this Agreement or its breach of this Agreement.

6. REASSIGNMENTS. This Agreement is for services and may not be reassigned, in whole or in part, by CONTRACTOR or DISTRICT without either prior written consent, which consent shall not be unreasonably withheld. Any assignment in violation of this section shall be null and void. Further, DISTRICT may terminate this Agreement for Services effective immediately if CONTRACTOR or DISTRICT assigns any responsibility under this contract without the other partner's consent.
7. ACCOUNTABILITY. All work initiated hereunder by the CONTRACTOR shall be subject at all times to inspection by authorized representatives of DISTRICT and shall be accomplished to the satisfaction of the DISTRICT. DISTRICT agrees to provide CONTRACTOR with information necessary for the CONTRACTOR to complete the assigned tasks or the tasks shall be modified.
8. INDEPENDENCE. All agents/subcontractors performing work for the CONTRACTOR are independent contractors. No relationship of employer/employee exists between the parties hereto. Performance of services under this Agreement and associated Task Orders shall be in an independent capacity. Because of its status as an independent contractor, CONTRACTOR waives any and all employment benefits available to DISTRICT employees. It is the CONTRACTOR'S responsibility to provide compensation and documentation for its employees as required by law.
9. NONDISCRIMINATION. During the performance of this Agreement, the CONTRACTOR and DISTRICT and their subcontractors shall not unlawfully discriminate against any employee or subcontractor or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, gender, or sexual identification or orientation. The CONTRACTOR, DISTRICT and their subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR, DISTRICT and their subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The CONTRACTOR, DISTRICT 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. This nondiscrimination clause shall be included in all contracts entered into by the CONTRACTOR to perform work provided for under this Agreement.
10. ACCOUNTING PRACTICES. CONTRACTOR and DISTRICT shall maintain acceptable financial management systems during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement. The CONTRACTOR shall retain these records for three years following the date of final disbursement by DISTRICT under this Master Agreement, regardless of the termination date. The documents associated with this project shall be subject to examination and audit by DISTRICT and STATE AUDITOR during CONTRACTOR's normal business hours and upon reasonable advance written notice. The CONTRACTOR may use any accounting system, which follows the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants.
11. BUDGET and INVOICING. The maximum compensation to CONTRACTOR for its services under this Agreement shall not exceed specifications outlined in each Task Order. If not otherwise stated in the Task Order, invoices from the CONTRACTOR shall be provided monthly and invoices shall be paid by the



DISTRICT to the CONTRACTOR within 30 days of receipt. However, in some instances, the DISTRICT may not be able to reimburse large invoices if the DISTRICT has not yet been paid by a parent grantor. The CONTRACTOR shall be notified when that is the case. The CONTRACTOR's invoice shall describe the nature and extent of the services actually performed and completed during the period of the Task Order and this contract. CONTRACTOR agrees to provide such additional documentation as may be required by the DISTRICT regarding CONTRACTOR'S request for payment.

12. Venue and jurisdiction for any dispute arising between the parties regarding the Agreement shall be in the state of California.
13. The term of this Master Agreement shall be **effective upon the date of full execution** and shall continue in effect until **DATE**. All invoices and reporting must be received by DISTRICT within 30 days of the end of this contract. This Agreement may be amended upon mutual written consent of both parties.

Accepted and agreed by DISTRICT and CONTRACTOR.

_____ CONTRACTOR Representative Signature	_____ Date	_____ DISTRICT Representative Signature
_____ CONTRACTOR Representative Title		_____ DISTRICT Representative Title
_____ CONTRACTOR Company		_____ DISTRICT Company
_____ CONTRACTOR Company Address		_____ DISTRICT Company Address
_____ CONTRACTOR Tax ID Number		