



BOARD OF DIRECTORS
Connie S. Bracher
Darel V. Davis
Steven C. Farrell
Robert Kinzel
Kenneth L. Stone

GENERAL MANAGER
Alan E. Clanin

November 20, 2017

Employer Account Management Division
P.O. Box 942709
Sacramento, CA 94229-2709

Re: Independent Contractor Determination

Crestline Village Water District General Manager Karl B. Drew retired on November 17, 2017. Due to an ongoing financial software and utility billing software replacement project, and associated hardware replacement that accompanies a project of this kind, the knowledge attained by former Manager Drew over a 30-year employment period is irreplaceable.

Crestline Village Water District is proposing that former Manager Drew enter a post-employment contract following a determination of eligibility. This contract is intended to limit the scope of work as defined in section 2(b) of the Agreement. Work performed by former Manager Drew will allow the District to utilize his extensive knowledge and skill in an independent contractor consultant capacity.
If you have any questions, please feel free to contact me.

Sincerely,

Alan E. Clanin
General Manager

Providing our community with a reliable water system that delivers high quality water for its health and safety needs.

P.O. BOX 3347 • 777 COTTONWOOD DRIVE, CRESTLINE, CA 92325-3347 • TELEPHONE (909) 338-1727 • FAX (909) 338-4080

CONTRACT TO PROVIDE SERVICES

This AGREEMENT is made between:

DISTRICT: Crestline Village Water District
777 Cottonwood Drive
Crestline, CA 92325

and

CONTRACTOR: _____, an individual

SECTION 1. TERM OF CONTRACT

This Agreement will become effective on _____, 20__ and will continue in effect until _____, 20__, unless terminated earlier in accordance with the provisions of Section 7 of this Agreement.

SECTION 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Contractor. Both parties acknowledge that Contractor is not an employee of District for state or federal tax purposes or any other purpose. Contractor shall retain the right to perform services for others during the term of this Agreement.

SECTION 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide computer and information technology services (the “Services”) on an as needed basis as may be requested by the District’s General Manager. Contractor agrees to provide the Services to the District competently and efficiently, devoting such time and attention thereto and applying such skills and expertise as may be necessary to complete the Services in accordance with this Agreement. Contractor will determine the method, details, and means of performing the Services. District shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor’s Services.

SECTION 4. PLACE OF WORK

Contractor may perform the Services required by this Agreement at any place or location and at such times as Contractor shall determine. Services performed on District property must be performed with minimum disruption to District operations.

SECTION 5. COMPENSATION

In consideration for the Services to be performed by Contractor, District agrees to pay Contractor Ninety-Five Dollars (\$95.00) per hour. Contractor shall invoice District for Services rendered on a monthly basis, and District shall pay Contractor within thirty (30) days of the date it receives such invoice. Contractor shall be responsible for all costs and expenses incident to the performance of Services for District under this Agreement.

SECTION 6. NO ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of District.

SECTION 7. TERMINATION OF AGREEMENT

District shall have the absolute right to terminate this Agreement without cause upon 30 days notice to Contractor. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, District, at District’s option, may immediately terminate this Agreement by giving written notification to Contractor.

Should District default in the performance of this Agreement or materially breach any of its provisions, Contractor, at the Contractor’s option, may terminate this Agreement by giving written notice to District.

Contractor agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined above), documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Contractor in the course of or incident to the performance of Services under this Agreement, belongs to District and shall be returned promptly to District upon termination of this Agreement.

SECTION 8. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue for all purposes shall be deemed to lie within San Bernardino County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in the State courts of the State of California in and for the County of San Bernardino.

Executed at Crestline, California, on the date and year written below.

CONTRACTOR:

DISTRICT:

By: _____

By: _____

Printed Name

Printed Name Title

Date: _____

Date: _____

Business License Number or
Taxpayer Identification Number: _____