

AGREEMENT BETWEEN NICK LAWSON AND JOEL MOTTISHAW (Independent Contractors) AND VOLCANO COMMUNITY SERVICES DISTRICT FOR THE OPERATION AND MAINTENANCE OF A WATER SYSTEM

THIS AGREEMENT IS made as of the 1st day of May, 2021, in Amador County, California, between Nick Lawson and Joel Mottishaw, independent contractors, who carries and will maintain the proper licenses to perform the duties, according to the State of California ("N. Lawson", and "J. Mottishaw) and the Volcano Community Services District, a community services district formed pursuant to Government Code Section 61000, et seq. on or about May 31, 1966 ("VCSD").

WITNESSETH:

WHEREAS, The VCSD owns and operates certain water facilities which serve the town of Volcano; and

WHEREAS, The VCSD provides for the supply of water for domestic purposes to the inhabitants within the area of the Volcano Community Services District; and

WHEREAS, N. Lawson and J. Mottishaw have the proper licensing and performs the duties of operating and maintaining different water systems throughout Amador County through the Amador Water Agency; and

WHEREAS, The VCSD desires to have N. Lawson and J. Mottishaw perform certain services in connection with the water facilities which provide water service to the town of Volcano; and

WHEREAS, N. Lawson and J. Mottishaw desires to work cooperatively with the VCSD and is willing to provide the services requested by the VCSD on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto mutually agree as follows.

1. Term of Agreement

This Agreement shall be effective as of May 1, 2021, and shall remain in effect from year to year, unless terminated earlier pursuant to the provisions of paragraph 5 hereof or by operation of law.

2. N. Lawson and J. Mottishaw Performance of Services in Connection with the VCSD Water facilities.

As of May 1, 2021, N. Lawson and J. Mottishaw shall perform all of the services described in Exhibit A attached hereto and incorporated herein by the reference, Except for the services provided by N. Lawson and J. Mottishaw; the VCSD shall be responsible for the operation, maintenance, repair and replacement of the VCSD water facilities. Each of the services provided by N. Lawson and J. Mottishaw shall be consistent with all applicable local, state and federal laws and regulation.

3. Compensation for N. Lawson's and J. Mottishaw's services

(a) In consideration for N. Lawson's and J. Mottishaw's services pursuant to paragraph 2 of this agreement, the VCSD shall pay to N. Lawson and J. Mottishaw, a monthly fee of \$2,000.00, for the services described under item 2 and listed in Exhibit A, plus reimbursement for out of pocket costs for items or materials purchased with a direct relationship to run, operate or maintain the system, not to exceed \$500.00 without board approval, as described in Exhibit A. N. Lawson and J. Mottishaw will provide the VCSD with an invoice for their monthly fee that details his hours of work and what duties were performed, along with itemized costs with receipts attached for any out of pocket expenses incurred during the prior month. As described in Exhibit A, N. Lawson and J. Mottishaw are responsible for any costs associated with relief operators and subcontractors, as well as nominal repair parts, and the VCSD will only reimburse costs or materials that are not covered in the monthly fee. N. Lawson and J. Mottishaw are also responsible for all costs associated with having a business, which includes, but not limited to, telephone, bookkeeping, insurance, travel, tools, people they hire, and other consumable supplies used in the process of ordinary business. The VCSD shall pay N. Lawson and J. Mottishaw the monthly fee of \$2,000.00 and any additional amounts itemized on each invoice with accompanying receipts within 30 days of its date.

(b) The VCSD will pay to N. Lawson and J. Mottishaw the amount of the annual cost of personal and liability insurance coverage as independent contractors, on an annual basis.

(c) On or before April 1st each year of the term of this Agreement, beginning April 1, 2021, N. Lawson and J. Mottishaw shall provide written notice to the VCSD of any changes to the monthly or annual service fee as set forth in Exhibit A.

4. Rights of Access

N. Lawson and J. Mottishaw shall have reasonable rights of ingress and egress over the VCSD property to carry out its obligations and responsibilities under this Agreement.

5. Termination of Agreement

Either party may terminate this Agreement with or without cause by giving the other party 90 days advance written notice. This Agreement may be terminated at any time upon mutual consent of the parties. The VCSD shall pay N. Lawson and J. Mottishaw for its services rendered to the date of any termination in accordance to paragraph 3 hereof. N. Lawson and J. Mottishaw shall return to VCSD a prorated amount of the annual fee if the Agreement is terminated prior to completion of the 12-month period for which the annual fee was paid by the VCSD, with or without cause.

6. Invalidity

In any provision of this Agreement is adjudged invalid by a court of competent jurisdiction, the remainder of this Agreement shall be severable and not affected thereby.

7. Risk of Loss

Should any of the VCSD water facilities be destroyed or damaged but not by the acts/omission of N. Lawson and J. Mottishaw, its employees, independent contractors or associates, the VCSD, at its sole expense, shall be responsible for the repair and replacement of such facilities. The VCSD shall protect, defend, indemnify and hold N. Lawson and J. Mottishaw and employees, independent contractors, volunteers, associates and agents harmless (including but not limited to attorney fees) arising out of or in any way connected with the interruption, curtailment or discontinuance of water service as a result of such destruction or damage, or with any water shortage.

8. Indemnification

(a) N. Lawson and J. Mottishaw shall protect, defend,, indemnify and hold the VCSD, its officers, directors, employees, volunteers, associates and agents harmless from any and all suits, claims, costs, losses, damages, injuries, liens, judgments and liabilities (including but not limited to attorney fees) caused by acts of omissions of

N. Lawson and J. Mottishaw, their employees, independent contractors, volunteers, associates and agents in their performance and/or breach of their obligations under this Agreement, except where caused by the sole negligence or willful misconduct of the VCSD, its officers, directors, volunteers, agents, employees or independent contractors.

(b)The VCSD shall protect, defend, indemnify and hold N. Lawson and J. Mottishaw, his employees, independent contractors, volunteers, associates and agents harmless from any and all suits, claims, costs, losses, damages, injuries, liens, judgments and liabilities (including but not limited to attorney fees) caused by acts or omissions of the VCSD, its officers, directors, employees, volunteers, agents or independent contractors in their performance and/or breach of their obligations under this Agreement, except where caused by the sole negligence, or willful misconduct of N. Lawson and J. Mottishaw, its employees, independent contractors, volunteers, associates and agents.

9. Waiver of Rights

Any waiver at any time by any party hereto of its rights with respect to a breach or default or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

10. Remedies Not Exclusive

The use by any party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

11. Successors and Assign

This Agreement shall be binding on and insure to the benefit of the successors, agents, lessees and assigns of the respective parties. Notwithstanding anything to the contrary, N. Lawson and J. Mottishaw shall not assign or delegate any of its duties/rights under this Agreement except as provided herein and in Exhibit A.

12. Attorney's Fees

If any arbitration, action at law or in equity, or other proceedings is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall

be entitled to reasonable attorney's fees in addition to any other relief to which it may otherwise be entitled.

13. Paragraph Headings

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

14. Cooperation

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

15. Entire Agreement

This Agreement is freely and voluntarily entered into by the parties after having had the opportunity to consult with respective attorneys. The parties, in entering into this Agreement, do not rely on inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. This Agreement represents the entire agreement of the parties.

16. Interpretation of this Agreement

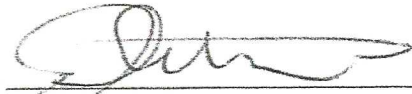
The parties acknowledge that each party and, if desired, its attorney have reviewed negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement. The parties and the party representatives executing this Agreement have the power and authority to execute this Agreement, and once executed by all parties hereto, this Agreement shall be binding upon the parties hereto.

17. Notices

All notices, statements, reports, approvals, requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed by each party by such officers or individuals as each may, from time to time, authorize in writing to so act.

Joel Mottishaw (Independent Contractor)

By:



Joel Mottishaw


Volcano Community Services District

By:



President of Board of Directors

Attest:



Secretary, Board of Directors

All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Nick Lawson
20190 Lomo Ranchos Rd.
Volcano, Ca 95689
Cell 209-304-7628
Home 209-296-5891

Joel Mottishaw
598 Scottsville Blvd
Jackson, Ca 95642
Home 209-257-1238

Volcano Community Services District
P.O. Box 72
Volcano, CA 95689-0072
(775) 771-8768

18. Right to Manager

Nothing set forth herein shall, or be construed to, delegate management of the VCSD to N. Lawson or J. Mottishaw. Pursuant to Government Code Sections 61300 and 61301, the Board of Directors of the VCSD is the governing body of the VCSD and shall exercise all management powers.

IN WITNESS WHEREOF, the parties hereto execute this

Agreement as follows:

*President, Volcano
Community Services
District Board of
Directors.
Nancy M. Bailey*

Nick Lawson (Independent Contractor)

By: *Nick Lawson*
Nick Lawson