

Staff Report

for the Special Administrative Practices Committee Meeting on March 16, 2020

TO: Administrative Practices Committee
FROM: Marvin Davis, MBA, CPA, Finance Manager/Treasurer
DATE: March 12, 2020
SUBJECT: IT Consulting Agreement (FATR #2295)

FINANCE

RECOMMENDATION:

Award a contract in the amount of \$250,000 with Robert Half International, Inc. for Information Technology (IT) consulting services, and authorize the General Manager to execute the appropriate documents.

BACKGROUND:

On March 3, 2020, the Administrative Practices Committee approved this contract as amended, to include an attorney's fee provision and amend the confidentiality provision. Staff requests further Committee discussion pertaining to these amendments.

A Notice of Non-Disclosure has been provided, which has been recommended by legal council, as it binds the employee to the District and does not disrupt the integrity of the form contract.

The Board of Directors adopted Resolution 2019-25 approving migration of its current Financial Management System (FMS) (Pentamation) and Computerized Maintenance Management System (CMMS) (Lucity) with a new Enterprise Resource Planning (ERP) and Asset Management CMMS.

Within the \$2.7 million authorized budget, staff budgeted \$627,373 to backfill internal labor resources. Due to the resignation of the District's IT analyst and payroll processing error, there is an urgent need to bring in this consultant. Finance worked with HR and considered three potential consultants to fill this position.

Securing this consultant assists the District in achieving Goal Number 1 of the District's Strategic Plan by demonstrating management of our financial resources.

BUDGETARY IMPACT:

Considering approval of the contract, there is no remaining budget for this project.

/MD

Attachment:

- IT Consulting Service Agreement (10118–52915–2295)
- Non-Disclosure Agreement



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT **IT Consulting Services (10118-52915-2295)**

This AGREEMENT, made and entered into this 21st day of February, 2020, by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **ROBERT HALF INTERNATIONAL, INC, through its' division "Robert Half Technology and Robert Half Technology Salaried Professional Service"**, hereinafter referred to as the "CONSULTANT", whose address is 3100 Zinfandel Drive Suite 260, Rancho Cordova, CA 95670-6060. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS the DISTRICT requires Information Technology (IT) Consulting Services relating to the Recreation Division (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing IT Consulting Services by assigning individuals on a temporary basis to DISTRICT ("Assigned Individuals") as outlined in the scope of work for the Project; and

WHEREAS the TASK ORDER provides detailed information on the general approach to be followed by the CONSULTANT, including the scope of work, personnel to be assigned to the work, sub-consultants, a budget, and a schedule; and

WHEREAS the CONSULTANT will ensure that the personnel assigned to the Project will possess the necessary expertise, experience and qualifications to qualify as experts in the field of accounting and software implementation; and

WHEREAS, DISTRICT wishes to engage the services of CONSULTANT in accordance with Task Order 1.

NOW, THEREFORE, the DISTRICT and the CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE I - CONSULTANT'S SERVICES: The CONSULTANT shall perform services requested by the DISTRICT as directed by a written TASK ORDER from the DISTRICT, an example of which is attached hereto as EXHIBIT A and incorporated herein by this reference. Each TASK ORDER shall outline the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the fee or the method of determining the fee, state the time of payment of the fee, delineate any special conditions, state the fee or the method of determining the fee and authorize the CONSULTANT to proceed, and be executed by an authorized representative of CONSULTANT. Subsequent TASK ORDERS may be executed after the date of this agreement as amendments. Once approved, executed, and upon written acceptance by CONSULTANT of TASK ORDERS from the DISTRICT said TASK ORDER shall constitute an authorization to CONSULTANT to proceed in accordance with its terms.

ARTICLE II - CONSULTANT'S FEE: Hourly rates for all assignments will be agreed on a case-by-case basis, stated on the TAST ORDER. CONSULTANT invoices are due upon receipt,

including applicable sales and service taxes all of which are payable by DISTRICT. For services performed under a TASK ORDER, the CONSULTANT shall be compensated on a time-and-material basis with a not-to-exceed limit, or on a fixed-fee basis, as delineated in the TASK ORDER.

All work performed on a time-and-material cost basis will be reimbursed in accordance with the compensation schedule set forth in EXHIBIT B attached hereto and incorporated herein by this reference. CONSULTANT will provide accurate time sheets for the hours worked and submit those time sheets weekly with each pay request to the DISTRICT for verification and approval. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

CONSULTANT may increase its rates to reflect increases in its cost of employing its workers due to governmental or regulatory changes (e.g., costs associated with higher minimum wages for workers or increases in taxes, benefits or other costs that may result from any applicable government authority or action). CONSULTANT will provide written or verbal notice to DISTRICT of the increase in its rates. Any increase in CONSULTANT rates will be prospective, starting as of the effective date CONSULTANT specifies in the notice.

Compensation shown on EXHIBIT B will remain in effect until at least February 12, 2021. After that date, if a change in hourly charges occurs, the CONSULTANT will file with the DISTRICT the updated charges for DISTRICT approval. CONSULTANT shall provide not less than thirty (30) days advance notice of the effective date of such changes. Any changes to be applied to outstanding time and material TASK ORDERS shall not be effective unless approved by DISTRICT. The DISTRICT shall not unreasonably withhold or delay approval of reasonable changes. Changes in hourly charges shall not apply to fixed fee TASK ORDERS. Nothing in this Paragraph shall limit DISTRICT's rights to terminate this AGREEMENT without cause under ARTICLE V. Notwithstanding the foregoing, changes in the compensation schedule shown in EXHIBIT B will not be made more frequently than annually.

If the TASK ORDER carries a not-to-exceed limit, that limit shall not be exceeded without prior approval of the DISTRICT. The CONSULTANT shall not undertake assignments, either directly or indirectly, from DISTRICT if CONSULTANT believes such assignment represents work outside the scope of work contained in the approved TASK ORDER without first notifying DISTRICT in writing of such beliefs, and without receiving written authorization to proceed with such out-of-scope work. CONSULTANT shall, if requested by DISTRICT, provide personnel to appear before DISTRICT's governing body and/or a committee thereof regarding any claims of additional compensation, or a claimed exceedance of the not-to-exceed amount. Such appearance(s) and preparation therefore shall not be claimed as additional work or work outside the scope of assigned tasks. Notwithstanding anything to the contrary in this Agreement, CONSULTANT may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if CONSULTANT continued to provide services after the Not-to-Exceed Amount was reached).

ARTICLE III - PAYMENT FOR SERVICES: For services performed under a time-and-material, or a fixed-fee basis, the CONSULTANT will invoice the DISTRICT on a weekly basis for the hours worked. Invoices for payments covered by time-and-material not-to-exceed TASK ORDERS shall include, along with the current billing amount, the total amount billed previously, and the amount remaining on the not-to-exceed amount. Payments covering fixed fee TASK ORDERS will be based on percent complete of the TASK ORDERS.

Payment to the CONSULTANT is due and payable upon submission of each invoice. If payment is not made within 21 calendar days after the date of the invoice is received and accepted by the DISTRICT, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 6 percent per annum and become due and payable at the time said delayed payments are made by the DISTRICT. If the DISTRICT fails to pay the CONSULTANT in full within 60 days from receipt of an invoice, the CONSULTANT may suspend its performance of the services until all outstanding invoices have been paid in full by the DISTRICT.

ARTICLE IV - COMPLETION OF SERVICES: The CONSULTANT agrees that CONSULTANT will do all work within the time required of CONSULTANT as set forth in each TASK ORDER, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control. Delays caused by actions or inactions of CONSULTANT's employees, or sub-consultants or suppliers to CONSULTANT shall not, in and of themselves, be considered factors outside the control of CONSULTANT.

ARTICLE V - TERMINATION OF AGREEMENT: The initial term of this Agreement shall be for a period of 1 year from the date of full execution. District shall be entitled to extend this Agreement for one additional 90 day period upon request, subject to the terms and conditions stated herein. The DISTRICT may terminate this AGREEMENT without cause by giving 15-days' written notice to CONSULTANT provided, however; the CONSULTANT shall be compensated for all work done to the date of the termination, computed on a time-and-material cost basis beginning from the last paid invoice. Nothing herein shall deprive DISTRICT of its right to set off its damages against amounts claimed by CONSULTANT in the event of termination for cause.

All work accomplished prior to termination shall be the property of, and be given to, the DISTRICT. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of the applicable requirements of this AGREEMENT Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), CONSULTANT shall be compensated on a time and materials basis only. CONSULTANT is a temporary staffing contractor and does not provide deliverables.

ARTICLE VI - CONSULTANT'S RESPONSIBILITY AND STANDARD OF CARE: The CONSULTANT agrees that CONSULTANT's services shall be performed to the standard of an expert in the field for which CONSULTANT was retained.

CONSULTANT shall at all times employ qualified, experienced, employees and sub-consultants in the performance of this AGREEMENT. CONSULTANT will be responsible for compliance with all applicable laws, rules and regulations governing the employment of personnel engaged by CONSULTANT, including personnel employed by any of CONSULTANT's sub-consultants, including without limitation the payment of prevailing wages on public works projects, if applicable. Nothing herein shall restrict CONSULTANT from contesting the determination of the State of California regarding the applicability of such laws.

ARTICLE VII - EXPERT TESTIMONY: It is agreed that, in the event of any legal or other controversy where the DISTRICT requests the services of the CONSULTANT in providing expert testimony in connection with this project, except to the extent such suits or claims by third parties against the DISTRICT arise out of errors or omissions of the CONSULTANT, the DISTRICT shall

pay the CONSULTANT for expert witness services and testimony rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on a time-and-material basis in addition to other sums of money payable under this AGREEMENT.

ARTICLE VIII - CONFIDENTIALITY: All work, whether in electronic or other form, and other written and electronic work or related material provided by CONSULTANT that is required by the DISTRICT to interpret and fully use such work shall be considered the unrestricted property of the DISTRICT. No work or other material provided by CONSULTANT shall be considered confidential absent the prior approval of the General Manager. If either party discloses information that has been agreed to be kept confidential, and such information is clearly identified in writing as proprietary or confidential, the party receiving such information shall keep it in confidence and shall not furnish or otherwise disclose it to any third party during or after completion of the services. No information shall be designated as confidential, and neither party shall be obligated to maintain the confidentiality of such information, if:

- i. The information is independently developed by the receiving party without the utilization of the confidential or proprietary information;
- ii. The information is or becomes public knowledge without the fault of the receiving party;
- iii. The information is or becomes available to the receiving party from another source without any legal obligation to protect such information; or
- iv. The information is considered a public record under the California Public Records Act or is otherwise disclosed pursuant to a governmental or legal requirement.

DISTRICT agrees to hold in confidence the identity of any CONSULTANT Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and DISTRICT agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

ARTICLE IX – INDEPENDENT CONTRACTOR: CONSULTANT enters into this AGREEMENT as an independent contractor and not as a DISTRICT employee. Nothing in this AGREEMENT shall be inconsistent with this relationship or status.

ARTICLE X – INDEMNIFICATION AND DEFENSE: CONSULTANT shall indemnify and hold District harmless against claims, liability, or loss for injury or death to person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses including reasonable attorney and consultant fees, arising out of or relating to CONSULTANT's negligent acts under this Agreement (Claims).

This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONSULTANT or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, CONSULTANT shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONSULTANT to indemnify.

Notwithstanding anything to the contrary in this Agreement, CONSULTANT shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of DISTRICT.

CONSULTANT's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement.

CONSULTANT's duties to indemnify and defend shall survive the completion of the CONSULTANT's work.

ARTICLE XI – INSURANCE: CONSULTANT shall procure and maintain the insurance coverage as set forth in EXHIBIT C, attached herewith, and CONSULTANT shall provide a Certificate of Insurance to DISTRICT within 14 days of execution of this Agreement, naming DISTRICT as Additional Insured, for the term of this Agreement.

ARTICLE XII - ADDITIONAL PROVISIONS: Any and all alterations, modifications, changes, or additions to the terms and provisions of this AGREEMENT that may affect the liability, duties, or responsibilities of either Party hereto is not valid and shall not be effective without first receiving written consent to such change, alteration, modification, or addition from the other Party and signed by both parties.

ARTICLE XIII – PROPRIETARY DATA: All information, data, or systems (“work”) will be provided such that they will stand alone, such that the work does not require purchase of other information, programs, or systems necessary for the unrestricted use of the work to meet the needs of the DISTRICT. CONSULTANT shall advise DISTRICT in advance of undertaking any work if any propriety system is to be used by CONSULTANT. If such notice is not given, the system, programs, or method used by the CONSULTANT shall not be deemed proprietary. If a propriety system is used, a minimum of one copy of the information or program will be provided with the contract unless DISTRICT already has the system or more than one copy is provide with the contract.

ARTICLE XIV – MARK UP AND REIMBURSEMENTS: If a markup is to be applied to reimbursements and overhead as part of CONSULTANT's proposal, CONSULTANT will be compensated for such reimbursement and overhead markup applied to direct or indirect expenses as shown below:

(a) DISTRICT will pay a maximum of 5-percent markup, including markup applied to any contract for sub-contractors, or unless a lower markup is specified in the proposal. This 5- percent is not cumulative in that the DISTRICT will not pay markup on mark up. Bids/proposals shall provide these costs in the bid/proposal provided to the DISTRICT. If such costs are not included at that time, they shall not be charged during the course of the work.

(b) DISTRICT will not pay CONSULTANT for out of pocket expenses such as local travel, mileage, car rental, meals, phone calls, data management, and other overhead incidentals unless specifically accepted as part of the proposal costs. DISTRICT will pay for reproducing of documents, copying costs, postage, and courier delivery (requested by DISTRICT) at the rate and quantity described in the Proposal, or reimbursed for the actual out-of-pocket expenses, without mark-up, if not included in the Proposal.

(c) The DISTRICT will not pay for any equipment or equipment rental needed to complete the work such as GPS units, survey equipment, and computers.

(d) Products purchased or provided by the CONSULTANT at the DISTRICT's request such as software, hardware and supplies will be billed at cost plus applicable shipping, handling, and taxes, without markup.

ARTICLE XV – NOTICES: Any notice required to be given by one Party to the other Party shall be sufficient if given in writing, mailed via registered or certified mail, postage prepaid, addressed as respectively indicated, or at such other place as the party may from time to time designate by written notice. Notice shall be deemed given upon deposit in the US Mail.

A. To the CONSULTANT addressed to:

Attn: District Director
Robert Half International, Inc
2180 Harvard Street, Suite 250
Sacramento, CA 95815

B. To the DISTRICT addressed to:

Remleh Scherzinger, P.E., General Manager
Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

With a copy to:

Robert Half International Inc.
Attn: Client Contracts 2613
Camino Ramon, San Ramon, CA 94583

ARTICLE XVI - SUCCESSORS AND ASSIGNS: CONSULTANT agrees and understands that DISTRICT is retaining the services of CONSULTANT based on the unique experience and expertise of CONSULTANT and the professional experience and expertise of the personnel, including sub-consultants, who CONSULTANT has advised DISTRICT will be assigned to the Project. CONSULTANT has studied the project as part of its proposal and commits that it has the staff and resources to complete the Project. Therefore, CONSULTANT shall not assign its interest in this AGREEMENT, nor voluntarily change, reassign, or redeploy those key personnel and sub-consultants assigned to the Project, without the express, prior approval of DISTRICT, which approval shall be within the DISTRICT's sole and unlimited discretion. Subject to such rights of the DISTRICT and the limitations on assignment by CONSULTANT, this AGREEMENT shall be binding upon the heirs, successors, executors, administrators, and assigns of DISTRICT and CONSULTANT. No assignment by CONSULTANT shall relieve CONSULTANT of its obligations hereunder without the express, written release, of DISTRICT.

ARTICLE XVII – MERGER: This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

ARTICLE XVIII – AMENDMENT: The Parties may not amend this Agreement, except by written agreement of the parties.

ARTICLE XIX - QUALITY ASSURANCE: All materials, including documents, drawings, and maps prepared by CONSULTANT shall be of the highest professional quality and standard. CONSULTANT shall proofread all documents to be delivered to DISTRICT, and shall ensure, without limitation, that such materials are free of spelling, grammar, punctuation, and syntax errors. If CONSULTANT fails to deliver error-free materials, DISTRICT reserves the right to identify revisions and require the CONSULTANT to revise and resubmit the document to the

DISTRICT for further review. None of the costs for corrections or resubmittal, such as labor and printing, shall be charged to the DISTRICT.

ARTICLE XX – HANDLING OF PROJECT RELATED INFORMATION: CONSULTANT and its subcontractors or employees shall not promote, distribute, or present materials or information concerning this project without the expressed permission of the General Manager or his assigns. Requests for information on this project shall be approved by the DISTRICT prior to release.

ARTICLE XXI

DISTRICT shall supervise Assigned Individual s providing services to DISTRICT. DISTRICT shall not permit or require Assigned Individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to perform services remotely (e.g., on premises other than DISTRICT's or DISTRICT's customer's premises); or to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual ; or (vii) to operate machinery (other than office machines) or automotive equipment. Since CONSULTANT is not a professional accounting firm, DISTRICT agrees that it will not permit or require Assigned Individual (a) to render an opinion on behalf of CONSULTANT or on DISTRICT's behalf regarding financial statements; (b) to sign the name of CONSULTANT on any document; or (c) to sign their own names on financial statements or tax returns.

If DISTRICT requires CONSULTANT to perform background checks or other placement screenings of CONSULTANT'S Assigned Individuals, DISTRICT agrees to notify CONSULTANT prior to the start of services under this Agreement. CONSULTANT will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If DISTRICT requests a copy of the results of any checks conducted on CONSULTANT'S Assigned Individual s, DISTRICT agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

ARTICLE XXII

This Agreement is only applicable to, and the only Robert Half International Inc. branch and division obligated under this Agreement are, the Robert Half Technology Salaried Professional Service and Robert Half Technology divisions of the Sacramento, CA. branch office. Notwithstanding the foregoing, Robert Half International Inc. shall be responsible for any liability or claim arising out of the Sacramento Harvard locations performance of the services under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT, on the respective dates indicated below.

**CONSULTANT: Robert Half International
Inc.** ^{EOE}

DISTRICT:

By _____
Megan Slabinski
District President
Robert Half International, Inc.

By _____
Remleh Scherzinger
General Manager
Nevada Irrigation District

Date _____

Date _____

*CONSULTANT shall attach a Corporate Resolution authorizing an individual to execute agreements on behalf of a corporation. CONSULTANT shall also attach a current IRS Form W-9 providing an Employer Identification Number (EIN)

EXHIBIT A

CONSULTING SERVICES

Project Name (FATR #)

TASK ORDER NO. _____

The DISTRICT hereby requests and authorizes the CONSULTANT to perform the following services:

SCOPE OF SERVICES:

TIME FOR COMPLETION:

SPECIAL CONDITIONS:

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per attached Schedule of Billing Rates (EXHIBIT B) not to exceed amounts set forth in CONSULTANT's proposal described under scope of services, in the amount of \$_____.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with that AGREEMENT between DISTRICT and CONSULTANT dated _____.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

EXHIBIT B

CONSULTING SERVICES

Project Name (FATR #)

COMPENSATION SCHEDULE

[Insert information provided by Consultant.]

Example

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1.	General Liability: <i>Including operations, products and completed operations.</i>	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3.	Employer's Liability	\$1,000,000	Per accident for bodily injury or disease.
4.	Errors & Omissions Liability:	\$1,000,000	Per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or (b) the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

EXHIBIT C

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return-receipt requested, has been given to the District.

If Errors and Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Consultant shall furnish the District with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer may acquire by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the District for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

EXHIBIT A

CONSULTING SERVICES AGREEMENT

IT Consulting Services (10118-52915-2295)

TASK ORDER NO. 1

The DISTRICT hereby requests and authorizes the CONSULTANT to perform the following services:

SCOPE OF SERVICES:

- Gain an understanding of the DISTRICT Information Technology hardware and software systems, including network servers, mail servers, SQL servers, firewalls, cybersecurity, etc.
- Troubleshoot DISTRICT payroll processing error and serve as DBA if required
- Coordinate with DISTRICT IT and software vendors (Tyler, Sedaru, etc.) to assist in determining best approach to retrieve data and interface financial systems
- Determine reporting approach of financial management systems during and upon completion of projects
- Provide industry standard documentation on processes
- Train DISTRICT staff on new system and processes

TIME FOR COMPLETION:

Assisting DISTRICT with financial system processing, successful migration and integration of financial management systems.

SPECIAL CONDITIONS:

None

DELIVERABLES:

Consultant shall deliver services outlined under Scope of Services

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per attached Schedule of Billing Rates (EXHIBIT B) not to exceed amounts set forth in CONSULTANT's proposal described under Scope of Services, in the amount of \$250,000.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with that AGREEMENT between DISTRICT and CONSULTANT dated February 21, 2020.

CONSULTANT:

By _____
Megan Slabinski, District President
Robert Half International, Inc.

Date _____

DISTRICT:

By _____
Remleh Scherzinger, General Manager
Nevada Irrigation District

Date _____

EXHIBIT B

CONSULTING SERVICES AGREEMENT

IT Consulting Services (10118-52915-2295)

COMPENSATION SCHEDULE

Not to exceed \$250,000. Notwithstanding anything to the contrary in this AGREEMENT, CONSULTANT may at any time, in its sole discretion, discontinue performance of the services once the not to exceed amount has been attained (even if CONSULTANT continued to provide services after the not to exceed amount was reached).

Hourly charge \$116.50 per hour

In the event DISTRICT wishes to convert any of CONSULTANT'S Assigned Individual, DISTRICT agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a 35% percentage of the Assigned Individual's aggregate annual compensation, including bonuses. DISTRICT agrees to pay a conversion fee if CONSULTANT's Assigned Individual is hired by an affiliate or other related business entity as a result of DISTRICT's subsequent referral of the individual. The conversion fee is payable if DISTRICT hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if DISTRICT converts the individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000. CONSULTANT's clients are discouraged from directly hiring CONSULTANT's Assigned Individuals through the Robert Half Technology Salaried Professional Service division, who are full-time, salaried employees of CONSULTANT ("Salaried Individual(s)"). As such, in addition to paying the conversion fee set out in this paragraph, the DISTRICT also agrees to seek CONSULTANT's permission before attempting to hire any Salaried Individual.

NON-DISCLOSURE AGREEMENT

NEVADA IRRIGATION DISTRICT NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is entered into as of _____, 2020 (the “**Effective Date**”) by and between Nevada Irrigation District, a California Irrigation District (“**NID**”) and _____, an individual (“_____”) (collectively hereafter, the “parties”).

_____ is a services provider affiliated with Robert Half International, Inc. (“Robert Half”). Robert Half and NID are party to a Consulting Services Agreement (IT Consulting Services 10118-52915-2295) (IT Agreement) pursuant to which Robert Half has furnished _____ to provide accounting services on NID’s behalf. In connection with the IT Agreement, _____ may review or obtain certain Confidential Information (as defined below) from NID, the confidentiality of which NID desires to protect. For purposes of this Agreement, the party making the disclosure of Confidential Information is referred to as “**Disclosing Party**” and the party receiving such Confidential Information is referred to as “**Receiving Party.**” For purposes of this Agreement, “**Affiliate**” means, as to either party, any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Confidential Information.**

(a) Defined. “**Confidential Information**” means any secret, proprietary, confidential, market sensitive, or otherwise nonpublic information of or relating to a party or its Affiliates, in any form whether written, electronic, visual or oral, and all notes, analyses, compilations, studies, reports, interpretations, or other material prepared by Receiving Party or its employees or agents which contain or reflect or are based upon, in whole or in part, the foregoing, that the receiving Party is in a position to review pursuant to the performance of the IT Agreement.

(b) Exclusions. Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Receiving Party or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is in the possession of Receiving Party at the time of disclosure by Disclosing Party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of Receiving Party’s breach of any legal obligation; (iii) that becomes known to Receiving Party through disclosure by sources other than Disclosing Party which, to the knowledge of Receiving Party, are not subject to any obligation of confidentiality or other duty not to disclose such information; (iv) that is independently developed by Receiving Party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by Receiving Party; (v) or material that is determined to be disclosable pursuant to the provisions of the California Public Records Act.

2. **Obligation of Confidentiality.**

Receiving Party will not use or disclose any Confidential Information of Disclosing Party except for purposes of carrying out Receiving Party’s duties and obligations with respect to, and otherwise as reasonably necessary to implement, the IT Agreement except that Receiving Party may disclose such Confidential Information where it is under a legal or regulatory obligation to do so provided that Receiving Party gives Disclosing Party prompt notice of its intent to disclose the Confidential Information. Subject

to the foregoing, without the prior written consent of Disclosing Party, Receiving Party will not disclose any portion of the Confidential Information to any person, other than to directors, employees, consultants, Affiliates, advisors, attorneys, auditors, lenders or agents of Receiving Party who have a need to know in connection with the IT Agreement or otherwise (collectively, to the extent Receiving Party discloses, or provides access to, Confidential Information to any of the foregoing, its “**Representatives**”), provided such Representatives are informed of this Agreement and agree to be bound by the terms hereof or are otherwise bound by obligations of confidentiality with regard to the Confidential Information which are at least as protective as the confidentiality obligations set forth herein.

3. **Compliance with the Law.**

If Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, a request for disclosable materials pursuant to the California Public Records Act, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy.

4. **Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, without regard to conflicts of laws. The parties hereby consent to the exclusive jurisdiction of, and venue in, any state court of competent jurisdiction located in Nevada County for the purposes of adjudicating any matter arising from or in connection with this Agreement. Each party expressly waives any right to a trial by a jury in any proceeding arising directly or indirectly out of this Agreement.

5. **Term.** This Agreement will continue in full force and effect for a term of three years from the Effective Date. This Agreement shall survive any change or termination of the parties’ business relationship.

6. **Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

7. **Miscellaneous.** The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof. This Agreement supersedes all prior written and oral agreements and all other communications between the parties. Amendments and modifications to this Agreement will be effective only if written and signed by both parties. This Agreement will be binding upon and inure to the benefit of each party’s successors or permitted assigns. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto, and their successors and permitted assigns. If any provision in this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby. All notices, requests, consents and other communications required or permitted to be delivered hereunder must

be made in writing and delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party represents and warrants that the individual signing below has the necessary authority to bind the party set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

NEVADA IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____

INDIVIDUAL'S NAME

By: _____
Name: _____
Title: _____