

INDEPENDENT CONTRACTOR AGREEMENT

TECHNICAL PROJECT MANAGER SEASIDE GROUNDWATER BASIN WATERMASTER

THIS AGREEMENT is effective as of September 5, 2007, by and between SEASIDE GROUNDWATER BASIN WATERMASTER, (WATERMASTER) and ROBERT S. JAQUES, (JAQUES) an independent contractor, to perform the services set forth herein, and ROBERT S. JAQUES, an independent contractor, accepts such engagement, as detailed in this contract:

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, WATERMASTER hereby engages JAQUES as an independent contractor to perform the services set forth herein, and JAQUES hereby accepts such engagement, as detailed in this contract.

2. **Term of Agreement.** The term of engagement shall commence on the Effective Date of this Agreement, and shall continue unless terminated pursuant to section 8 of this Agreement.

As Technical Project Manager, JAQUES serves at the pleasure of WATERMASTER'S CEO. No one other than the CEO has the authority to alter this arrangement, or to make any agreement contrary to the terms of this agreement. Furthermore, any such agreement or arrangement must be in writing and must be signed by the CEO.

3. **Scope of Duties.** During the term of this Agreement JAQUES will perform duties assigned by the CEO; provided that JAQUES shall not be assigned tasks inconsistent with the job description for the Technical Project Manager attached hereto as Attachment A.

4. **Hours of Work.** JAQUES hours of work will not exceed twenty (20) hours per week unless JAQUES receives prior written authorization from CEO.

5. **Rate of Payment for Services.** WATERMASTER shall pay JAQUES, and JAQUES shall accept from WATERMASTER as full compensation for JAQUES services hereunder, a fee not to exceed ONE HUNDRED and NO/100 DOLLARS (\$100.00) for each hour worked. By the first day of each month JAQUES shall submit an invoice, in a form specified and satisfactory to the CEO, of the amount of time JAQUES worked during the previous month and the amount owed. WATERMASTER shall pay the invoice within thirty (30) days of receipt.

6. **Taxes and Benefits.** WATERMASTER shall not be responsible for withholding taxes with respect to JAQUES's compensation hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, Workers' Compensation, health or disability benefits, unemployment insurance benefits, of any kind. JAQUES and WATERMASTER specifically agree that JAQUES is not an employee of the WATERMASTER. JAQUES shall be liable for and shall indemnify the WATERMASTER against any and all taxes due with respect to all tax returns relating to WATERMASTER.

7. **Reimbursable Expenses.** Reimbursable expenses incurred by JAQUES in the performance of his duties under the terms of this Agreement shall be limited to only the following agreed upon

expenses: WATERMASTER agrees to reimburse JAQUES for actual expenses not to exceed the following:

- A. FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per year for mileage/automobile expense
- B. TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per year for photocopying/printing

8. **Termination.** This Agreement may be terminated by either party at any time without cause by giving the other party thirty (30) days written notice in the manner set forth in sub-section 10.a. below.

9. **Conflict of Interest.** JAQUES represents and warrants to WATERMASTER that he presently has no interest, and covenants that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere with the performance of services required to be performed under this Agreement.

10. **General Provisions.**

a. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served, or on the first day after mailing if mailed by Federal Express or a similar overnight delivery services, or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

WATERMASTER: Chief Executive Officer
Seaside Groundwater Basin Wastermaster
2600 Garden Road, Suite 228
Monterey, CA 93940

JAQUES: Robert S. Jaques
83 Via Encanto
Monterey, CA 93940

Either party may change their address for the purpose of this section by giving the other party written notice of the new address in the manner set forth in this section.

b. **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

c. **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of such invalidity, voidness or unenforceability the parties hereto agree to enter into supplement agreements to effectuate the intent of the parties and the purposes of this Agreement.

d. **Controlling Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in Monterey County, California.

e. **Entire Agreement and Amendment.** In conjunction with the matters considered herein this Agreement contains the entire understanding and agreement of the parties; and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**



By: **DEWEY D. EVANS**
CHIEF EXECUTIVE OFFICER

**SEASIDE GROUNDWATER BASIN
WATERMASTER**



By: **ROBERT S. JAQUES**
TECHNICAL PROJECT MANAGER

ATTACHMENT “A”

SEASIDE GROUNDWATER BASIN WATERMASTER

“TECHNICAL PROJECT MANAGER”

(AN INDEPENDENT CONTRACTOR POSITION)

*Class specifications are intended to present a descriptive list of the range of duties performed by incumbent in this position. Specifications are **not** intended to reflect all duties performed within the position.*

DEFINITION

The Technical Project Manager (an independent contractor) directs, manages, and oversees activities associated with the Watermaster’s *Seaside Basin Monitoring & Management Program* (SBMMP). Responsibilities include developing and administering contracts, tracking budgets and schedules for technical consultants retained by the Seaside Basin Watermaster. Serves as advisor to the Watermaster Technical Advisory Committee (TAC) on matters relating to the SBMMP. In addition, the Technical Project Manager is responsible for identifying future tasks necessary and reporting on the progress of SBMMP activities to the Watermaster Board. Performs other technical tasks as assigned in support of the Watermaster.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Watermaster Chief Executive Officer (CEO).

Exercises supervision over retained support personnel (i.e., technical consultants).

Responsible for providing direction to Watermaster support staff to facilitate implementation of assigned tasks.

ESSENTIAL AND ANCILLARY DUTIES

The following are anticipated typical duties for this position. Incumbent may not perform all of these duties and/or may perform similar related duties not listed here:

Essential Functions:

1. **Retain technical consultants in support of SBMMP;** develop requests for Statements of Qualifications (SOQs) and Requests for Proposals (RFPs) and oversee process for selection of technical consultants; prepare and administer technical consultant contract agreements; track consultant project budgets and schedules; review and authorize consultant invoices; assist in preparation of technical bid documents, as appropriate.
2. **Direct, manage and oversee technical work conducted in support of SBMMP;** ensure compliance of work products with SBMMP and court judgment; review and check engineering drawings, plans, and specifications; meet with consultants to identify and resolve problems; establish and maintain priorities for consultants’ assigned tasks; review, edit and evaluate consultant deliverables and TAC work products, as appropriate.
3. **Monitor and evaluate the efficiency and effectiveness of SBMMP tasks;** propose SBMMP revisions and alternatives, and provide updates to SBMMP, as appropriate, to address future priorities, budgets and schedule needs; participate in the forecast of funds needed for future support, equipment, materials and supplies.

**SEASIDE GROUNDWATER BASIN WATERMASTER
Technical Project Manager (Continued)**

4. **Serve as advisor to the Watermaster TAC;** assist TAC chair in organizing meetings, setting agendas, preparing meeting minutes, and reporting TAC recommendations to the Watermaster Board; prepare written TAC reports; coordinate TAC member assignments; attend TAC and other Watermaster committee and board meetings as directed by Watermaster CEO.
5. **Coordinate assigned work with Watermaster CEO;** provide responsible staff assistance on SBMMP tasks as assigned by Watermaster CEO; provide support to CEO to ensure compliance with Watermaster scheduling requirements, including quarterly, annual and periodic reporting; assist CEO in developing replenishment assessments and policies for future modified administrative procedures.

Ancillary Functions:

1. Prepare correspondence in support of TAC and Watermaster.
2. Respond to public inquires regarding technical activities of Watermaster.
3. Coordinate with outside agencies and jurisdictions on technical activities of Watermaster.
4. Conduct special assignments as directed by Watermaster CEO.
5. Perform related duties and responsibilities as required.
6. Attend all Watermaster Board and TAC meetings

QUALIFICATIONS

The following are anticipated typical attributes for the ideal candidate for this position. Incumbent may not be required to possess all of these attributes, and/or may possess other desired attributes not listed here:

Knowledge of:

Operational characteristics, services and activities of water resources and engineering programs.
Civil engineering principles and practices related to the design, construction, operation and maintenance of water supply facilities.
Principles and practice of hydrogeology, hydraulics and groundwater wells.
Terminology, methods, practices and techniques used in technical report preparation.
Principles and practices of program development and administration.
Principles and practices of budget preparation and administration.
Mathematics as applied to water resources engineering analysis and design.
Methods and techniques of cost estimating.
Contract administration and negotiation.
Computers and software pertinent to the conduct of water resources related work.
Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

Oversee and participate in committee meetings, board meetings.
Oversee, direct and coordinate the work of retained technical consultants.
Participate in the development and administration of program goals, objectives and procedures.
Prepare and administer large and complex budgets.
Prepare clear and concise technical reports.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new methods and techniques.
Interpret and apply Federal, State and local policies, laws and regulations.
Communicate clearly and concisely, both orally and in writing.

**SEASIDE GROUNDWATER BASIN WATERMASTER
Technical Project Manager (Continued)**

Establish and maintain effective working relationships with those contacted in the course of work.
Maintain physical condition appropriate to the performance of assigned duties and responsibilities.
Effectively use and apply critical thinking skills.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Five years of increasing responsible civil engineering or related water resources experience including three years of administrative and/or supervisory responsibility.

Training

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or a related water resources field; graduate level course work in engineering, public administration, environmental studies, or water resources management is desirable.

License or Certificate:

Possession of a valid certificate of registration as a professional Civil Engineer, Geologist, Engineering Geologist or Hydrogeologist in the State of California is desirable.

WORKING CONDITIONS

The conditions herein are representative of those that must be met to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential position functions.

Environmental Conditions:

Office and field environment with some local travel to attend meetings; exposure to computer screens.

Physical Conditions:

Essential and ancillary functions may require maintaining physical condition necessary for sitting, walking and standing for prolonged periods of time; operating motorized vehicles.

Vision:

See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents.

Hearing:

Hear in the normal audio range with or without correction.