



## ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO:** Board of Directors

**FROM:** Michael Glaze, General Manager

**DATE:** June 26, 2008

**RE:** Independent Contractor Agreement – Charles Newman  
Agenda Item for 7/22/08 Board of Directors Meeting

With Comm. Tech. Chuch Newman retiring on July 31, we would like to have the opportunity to utilize his expertise and experience to assist new Comm. Tech. Brian Howerton.

The attached Independent Contractor agreement was adapted from the one that Jeff Meith's office prepared, and the Board approved, when Jennifer Slinkard terminated employment with the Agency.

The action requested is:

**“I move approval of the Agreement Between South Feather Water and Power Agency and Independent Contractor for Telecommunications, SCADA, and Telemetry Maintenance Services with Chuck Newman, and authorization for the General Manager to execute same.”**

**AGREEMENT BETWEEN  
SOUTH FEATHER WATER AND POWER AGENCY  
AND INDEPENDENT CONTRACTOR  
FOR TELECOMMUNICATIONS, SCADA, AND TELEMETRY MAINTENANCE SERVICES**

This independent contractor agreement ("Agreement") is entered into on August 1, 2008, by and between South Feather Water & Power Agency ("Agency") and Charles A. Newman, as independent contractor ("Contractor").

1. Service Contract. Contractor is being engaged to provide services and consulting regarding maintenance and operation of Agency's telecommunications, SCADA, and telemetry facilities and helping to integrate Agency's new Communications Technician.

2. Independent Contractor Status. The parties agree that Contractor is an independent business person, and that the relationship between them created by this Agreement is that of employer/independent contractor. Contractor is not an employee of Agency and is not, by virtue of this agreement, entitled to benefits provided by Agency to its employees, including, but not limited to, group insurance, pension plans, sick leave, and vacation.

Contractor shall be free to practice Contractor's occupation for others during those periods when Contractor is not performing work under this Agreement with Agency. Agency may, during the term of this Agreement, engage other independent contractors or Agency employees to perform the same work that Contractor performs under this Agreement.

3. Duties. The various services to be performed by Contractor include the following:

- a. Assist with the orientation, integration, and training of a new Communications Technician;
- b. Provide assistance to the Power Division Manager and Manager of Information Systems, and their designees, with Agency's maintenance and operation of its telecommunications, SCADA, and telemetry systems, facilities, and infrastructure;

e. Any other duty or service that the General Manager deems necessary for the operation of the Agency, and for which Contractor has expertise and ability.

4. Place of Performance of Services. The services to be performed under this Agreement shall be performed at Agency facilities throughout its area of operations; When Contractor's field services are requested, Contractor will meet with an Agency-designated employee at Agency's choice of Power Division Office, Treatment Plant or Water Division Office, and an Agency-designated employee will transport contractor to work at Agency's outlying facilities. Said work to be under the direction of the Agency's Communications Technician, Power Division Manager, or Maintenance Foreman.

5. Contractor's Control of Work. The conduct and control of the services to be performed by Contractor under this Agreement will lie solely with Contractor, subject to the Agency's general right of inspection and oversight to secure performance satisfactory to Agency. Contractor shall have sole control over the manner and means of performing this work and shall complete it according to Contractor's own means and methods of work.

6. Contractor's Employees. Services to be performed by Contractor require Contractor's unique skill and familiarity with Agency's facilities and operations. As such, Contractor shall employ no employees, agents, or subcontractors in the performance of said services without the express prior approval of Agency's General Manager.

7. Confidentiality. Contractor understands that he will have access to confidential information regarding Agency infrastructure and operations. Contractor shall not disclose such information to any third party without the prior, express, and written approval of Agency's General Manager. Upon the termination of this Agreement, Contractor agrees to return to the Agency all documents, records, files, digital-data media, writings, or any other work product of Contractor or the Agency.

8. Compensation on Time Basis. For all work performed by Contractor up to and not exceeding 20 hours per week, as needed, including travel time and/or telephone consultation time

with Agency-designated personnel, the Agency agrees to pay Contractor at the rate of \$100.00 per hour for the services performed, prorated to nearest minute. Payment shall be made on a monthly basis. Additional hours may be worked if approved in advance by the Agency's General Manager or Power Division Manager and will be compensated at the same hourly rate.

9. Liability for Negligence. Contractor shall be responsible for performing the work under this Agreement in a safe, skillful, professional, and worker-like manner and shall be liable for Contractor's own negligence and the negligence of Contractor's employees. The Agency shall have no right to control the manner in which the work is to be done and shall, therefore, not be charged with the responsibility of preventing risk to Contractor or Contractor's employees. All work shall be done at Contractor's risk.

10. Contractor's Equipment. All equipment needed by Contractor to carry out the work to be performed by Contractor under this Agreement shall be furnished by Contractor at Contractor's own expense, except that specialized equipment owned by the Agency may be used by Contractor with approval of the Agency's General Manager and in accordance with Section 11 hereafter.

Contractor shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of Contractor's equipment. Such equipment shall be maintained by Contractor at Contractor's expense.

11. Agency's Equipment. The acceptance of use by Contractor of any equipment furnished, loaned, or rented to Contractor by Agency shall be construed to mean that Contractor accepts full responsibility for the equipment and agrees to indemnify Agency against any and all loss, liability, and claims for any injury or damages resulting from the use, misuse, or mechanical failure of the equipment. Normal wear and tear of Agency's equipment shall be excepted from this Section 11.

12. Insurance.

a. Automobile Insurance. Contractor agrees to maintain, at Contractor's expense, automobile insurance with minimum coverage of \$100,000 per person, \$300,000 per accident and \$50,000 for property damage. Contractor agrees to provide the Agency with proof of the same at time of execution of this Agreement.

b. Workers' Compensation Insurance. Contractor agrees to maintain, at Contractor's expense, workers' compensation insurance as required by law to fully protect both Contractor and the Agency from any and all claims for injury or death arising from the performance of this Agreement. Contractor agrees to provide the Agency with proof of the same if Contractor employs workers to perform the Agreement.

13. Modification of Agreement. No supplement, modification, waiver, or amendment with respect to this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, waiver or amendment is sought.

14. Duration/Termination of Agreement. This Agreement shall continue in full force and effect for twelve (12) months from the date of execution or until terminated in writing by either party; provided however, that the party terminating this Agreement shall provide thirty (30) days' notice of termination.

15. Entire Agreement. This Agreement represents the entire agreement between the Agency and Contractor. It is the intention of the parties that this Agreement supersedes any prior verbal or written agreements or understandings between them. Both parties acknowledge that to the extent an employee/employer relationship existed between the parties prior to the date of signing this Agreement, such relationship is terminated and of no effect on this Agreement.

Dated: \_\_\_\_\_

**"CONTRACTOR"**

\_\_\_\_\_

Charles A. Newman

Dated: \_\_\_\_\_

**"AGENCY"**

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Michael C. Glaze, General Manager

**ADDENDUM TO AGREEMENT BETWEEN  
SOUTH FEATHER WATER & POWER AGENCY  
AND INDEPENDENT CONTRACTOR  
FOR TELECOMMUNICATIONS, SCADA, AND TELEMETRY MAINTENANCE SERVICES**

I, Charles A. Newman, do hereby declare as follows:

1. I am an independent contractor performing services for South Feather Water & Power Agency.
  
2. I acknowledge that I am a sole proprietor business and will not employ any person(s) in the work to be performed for South Feather Water & Power Agency under this Agreement.
  
3. As a sole proprietor with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of California.
  
4. I hereby agree to notify South Feather Water & Power Agency in writing, prior to hiring any person(s), full time or part time, to assist in this Agreement and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 2008, at \_\_\_\_\_, California.

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Charles A. Newman