# SERVICES CONTRACT BETWEEN CHESTER PUBLIC UTILITY DISTRICT AND INDIAN VALLEY COMMUNITY SERVICES DISTRICT

THIS SERVICES CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the CHESTER PUBLIC UTILITY DISTRICT ("CPUD"), and INDIAN VALLEY COMMUNITY SERVICES DISTRICT, ("IVCSD").

# **RECITALS**

WHEREAS, IVCSD desires to retain CPUD to provide staff to assist IVCSD with office administration and water/wastewater facility management; and

WHEREAS, CPUD warrants that it is qualified and agreeable to render the aforesaid services.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by IVCSD, the parties agree to the following:

- SCOPE OF SERVICES: CPUD agrees to provide all of the services described in Exhibit A.
- II. ADDITIONAL SERVICES: The IVCSD may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and CPUD agrees to perform said services upon the written request of IVCSD. These additional services could include, but are not limited to, any of the following:
  - A. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract
- III. IVCSD FURNISHED SERVICES: The IVCSD agrees to:
  - A. Facilitate access to and make provisions for the CPUD to enter upon public and private lands as required to perform their work.
  - B. Make available to CPUD those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by CPUD hereunder and as set forth in Exhibit A.
  - C. Make available all pertinent data and records for review.

- IV. TERM OF CONTRACT: This Contract shall commence on and shall terminate on unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than \_\_\_\_\_. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO IVCSD: Notwithstanding any other provision of this Contract, in no event will the cost to IVCSD for the services to be provided herein exceed the maximum sum of \$\_\_\_\_\_\_\_\_, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 30 calendar days after receipt by IVCSD of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project, the IVCSD shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by IVCSD of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, CPUD shall not be paid unless CPUD has received written authorization from IVCSD for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the IVCSD shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the IVCSD for funding payment to CPUD.

IX. INSURANCE: CPUD 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 and the results of that work by the CPUD, his agents, representatives, employees, or subcontractors.

### Minimum Scope and Limit of Insurance

A. The CPUD shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The IVCSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the IVCSD, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Indian Valley Community Services District 127 Crescent Street, Suite #1 Greenville, CA 95947-0899

B. CPUD shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage.

The IVCSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the CPUD, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Indian Valley Community Services District 127 Crescent Street, Suite #1 Greenville, CA 95947-0899

Prior to the commencement of any work hereunder, the CPUD shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to IVCSD. However, failure to obtain and provide the required documents to IVCSD prior to the work beginning shall not waive the CPUD's obligation to provide them. The IVCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the IVCSD.

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

Any deductibles or self-insured retentions must be declared to and approved by the IVCSD. The IVCSD may require the CPUD to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the CPUD's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the IVCSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the IVCSD, its officers, officials, employees, or volunteers, shall be in excess of the CPUD's insurance and shall not contribute with it.

CPUD hereby grants to IVCSD a waiver of any right to subrogation which any insurer of said CPUD may acquire against the IVCSD by virtue of the payment of any loss under such insurance. CPUD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the IVCSD has received a waiver of subrogation endorsement from the insurer.

- X. WORKER'S COMPENSATION: The CPUD acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed IVCSD Workers' Compensation Exemption form) shall be provided to IVCSD prior to commencement of work.
- XI. INDEMNIFICATION: CPUD agrees to indemnify, defend at its own expense, and hold IVCSD harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of CPUD or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from IVCSD sole negligence or willful misconduct.
- XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the CPUD shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the IVCSD during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the CPUD and may not be subcontracted, transferred or assigned without the express prior written consent of the IVCSD.
- XV. LICENSING AND PERMITS: The CPUD shall maintain the appropriate licenses throughout the life of this Contract. IVCSD shall obtain any and all permits which might be required by the work to be performed herein.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: CPUD shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, CPUD shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

CPUD will permit IVCSD to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by CPUD who participated in this contract in any way. Any such audit may be conducted on CPUD's premises or, at IVCSD option, CPUD shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from IVCSD.

CPUD shall promptly refund any moneys erroneously charged. If IVCSD ascertains that it has been billed erroneously by CPUD for an amount equaling 5% or more of the original bid, CPUD shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the IVCSD, shall be the sole property of the IVCSD. The CPUD may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, CPUD shall promptly turn over all information, writing, computer disks, and documents to IVCSD without exception or reservation. CPUD shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide IVCSD with said disk.

- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
- B. If the CPUD fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the IVCSD may terminate this Contract by giving five calendar days written notice to CPUD.
- C. The CPUD shall be excused for failure to perform services herein if such services are prevented by acts of God, fires, strikes, labor disputes or other forces over which the CPUD has no control.
- D. In the event of termination, the CPUD shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the CPUD, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the IVCSD.
- XX. AMENDMENT: This Contract may be amended or modified only by a written instrument signed by both parties.
- XXI. ASSIGNMENT OF PERSONNEL: The CPUD shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to IVCSD, as evidenced in writing.
- XXII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIII. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXIV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Plumas County, California.
- XXV. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or IVCSD / CPUD Job Sharing Agreement

contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVI. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by CPUD
Exhibit B	Compensation or Fees to be Paid to CPUD

- XXVII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXVIII. COMPLIANCE WITH APPLICABLE LAWS: The CPUD shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.
- ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- WAIVER OF CONFLICT: CPUD and IVCSD are each represented by the law firm of Prentice|Long, P.C. and desire, by their signatures to this agreement, to waive any conflict of interest that arises, perceived or actual, as a result of drafting this agreement.

Each party has been advised of this conflict and explicitly waives the conflict and agrees to hold harmless Prentice|Long, P.C., its officers, employees, and associates from any claim arising out of the performance of this contract.

NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

## If to CPUD:

Chester Public Utility District c/o General Manager 251 Chester Airport Rd. Chester, CA 96020 (530) 258-2171

# If to CPUD:

Indian Valley Community Services District c/o General Manager 127 Crescent Street, Suite #1 Greenville, CA 95947-0899 (530) 284-7224

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

CPUD:	IVCSD:
By:Steve Vobril, Chair Chester Public Utility District Date:	By: Bob Orange, Chair Indian Valley Community Services Distric Date:
Attest:	Attest:
By: Cheryl Johnson CPUD Clerk of the Board	By: Tashiauna Towers IVCSD Clerk of the Board
Approved as to form:	Approved as to form:
By: Margaret E. Long CPUD Attorney	By: Sophia R. Meyer IVCSD Deputy Attorney

### **EXHIBIT A**

## SERVICES TO BE PROVIDED BY CPUD

The following services shall be provided under this Contract:

# Water/Waste Water Services

Assists the General Manager in overseeing Water and Wastewater construction, repair and maintenance; trains new employees in methods, equipment and practices used in said construction, repair and maintenance; oversees construction projects and street repair; operates backhoe, snow removal equipment and specialized water and wastewater equipment; assists in the construction and maintenance of IVCSD property and infrastructure; consults with the General Manager on general priorities, plans and policies; recommends and submits projects to the General Manager for inclusion in the annual budget; insures that operations, plans and personnel are sufficient to meet day-to-day as well as emergency situations; meets customers and resolves complaints and problems; assists in the evaluation of subordinates work performance; conducts training programs; completes requisitions for parts and supplies; shares standby and emergency responsibilities with other field personnel when required, prepares and submits required reports to regulatory agencies.

# Duties will include, but are not limited to, the following:

#### Performance of:

- Safe work practices.
- > Safety rules, codes and regulations pertaining to wastewater systems.
- Hand and power tools, equipment and materials used in maintenance and construction work.
- Advanced methods, techniques, and equipment used in water and wastewater treatment facilities and disposal.
- Operation, maintenance, and repair of wastewater treatment plant equipment.
- > Operation, maintenance, and repair of wastewater system lines.
- Advanced wastewater treatment principles, methods, and practices.
- Proper methods used in cleaning work.
- Advanced facility and ground maintenance techniques and materials.
- Advanced principles and procedures of record keeping and reporting.
- Modern office practices, methods and computer equipment and applications related to the work.
- > Chain of command.
- English usage, spelling, vocabulary, grammar, and punctuation.
- SCADA system.
- Modern office practices, methods, and computer equipment and applications, including word processing, database, accountings, social media and spreadsheet applications.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

### Ability to:

- Perform semi-skilled work in the maintenance, construction, and repair of District facilities.
- Perform manual labor.
- Perform periodic maintenance work, including disassembly and repair of pumps, valves, flow rate controllers, chemical dispensers, bar screens, collectors, and other plant equipment.
- Read charts and gauges and maintain a log of plant operations.
- Take samples of sewage and perform routine laboratory tests, such as chlorine residual, bio-chemical oxygen demand, dissolved oxygen, volatile solids, settleable solids, and other tests.
- Follow oral and written directions.
- Effectively communicate tasks and assignments to subordinates.
- Establish and maintain cooperative working relationships.
- Clean and care for an assigned area and equipment.
- Perform a variety of general maintenance and semi-skilled work in the maintenance and repair of District buildings, facilities, and associate equipment.
- Recognize and locate conditions which require maintenance and repair.
- Work on own initiative without supervision.
- To respond to night and weekend emergencies, upon direction of direct supervisor.
- Efficiently and accurately complete tasks.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Efficiently use a computer and software to prepare data spreadsheets, perform word processing, perform Internet research, and utilize email communication

# Special Requirements:

- A valid Class "A" California Driver's license with electrical beaks endorsement.
- Clean driving history acceptable to the CPUD's insurance carrier.
- Possession of a valid State Water Resources Control Board, Division of Drinking Water, D-2 Water Distribution Operator Certificate (or higher).
- Possession of a valid State Water Resources Control Board Grade II Wastewater Treatment Plant Operators Certificate (or higher).
- Possession of a valid Backfill Certification.

# <u>Administration Services:</u>

Office Manager:

Assist the general manager in maintaining a variety of records, reports, calendars, and other information related to Board matters; supervise others involved in providing support activities of the Board of Directors; and to perform other related work as required.

Under general supervision of the General Manager incumbents are responsible for managing the day-to-day operation of the district office; provides direct supervision to the Billing Specialist/Deputy Clerk of the Board and District Secretary; acts as Clerk to the Board of Directors; and performs other duties as assigned.

Reporting directly to the General Manager, the Office Manager serves as secretary to the General Manager and District department heads; attends to administrative detail on matters assigned by the General Manager and District department heads; composes correspondence on own initiative on matters not requiring personal attention of the General Manager or District department heads; writes reports and letters; performs the duties of the Billing Specialist and District Secretary in their absence.

# Duties will include, but are not limited to, the following:

- Performs a variety of basic office administrative duties to support departmental operations, including word processing, data entry and organization, telephone and counter reception, record-keeping, preparing records, filing, and maintaining office and related supplies.
- Maintains accurate and detailed records, verifies accuracy of information, researches discrepancies, and records information.
- Prepares, copies, collates, and distributes a variety of documents; ensures proper filing of copies in departmental or central files.
- Prepares, copies, collates, and distributes a variety of documents in support of the District Board of Directors.
- Prepares agendas and attends meetings of the District Board of Directors; prepares drafts of agenda items requiring action by the District Board of Directors;
- Accurately and efficiently record, transcribe and edit Board material and minutes.
- Screens calls, visitors, and incoming mail; assists public at front counter and directs public to appropriate locations and/or staff; responds to complaints and requests for information; assists in applying department policies and procedures in response to inquiries and complaints from the public; enters public calls into appropriate computer databases.
- Types, formats and proofreads a variety of routine reports, letters, documents, flyers, brochures, and memoranda; checks drafts for punctuation, spelling, and grammar; suggests corrections.
- Receives, opens, time stamps, sorts, and distributes incoming and interdepartmental mail; prepares and distributes outgoing mail.
- > Distribute service work orders.
- Receive and post payments; prepares billing statements; processes receivables and payables; performs general ledger tasks.
- Performs payroll duties.
- Compiles information and data for reports and submits to requestor; assembles reports, manuals, articles, announcements, and other informational materials;
- Maintains and updates departmental record systems; retrieves information from

- computer systems and databases as required.
- Gathers, assembles, updates, and distributes a variety of department of District specifi9c information, forms, records, and data as requested.
- Receives, and posts payments; prepares billing statements; processes receivables and payables; performs general ledger tasks; performs additional accounting tasks.
- Receive and process District utility billing; depositing, withdrawing, transferring, and investing District funds; maintaining efficient fiscal practices to maximize non-operational earnings; maintain cash-flow for needed liquidity.
- Monitors office and other related supplies, assists in preparing processing, and tracking purchase requisitions for services and materials.
- Eearns and applies emerging technologies and, as necessary, to perform duties in an efficient, organized and timely manner.
- > Performs other duties as assigned.

# Billing Specialist/District Secretary

Assist the general manager/office manager in performing a variety of office, fiscal, administrative support and receptionist assignments; perform administrative, staff, and office management duties; perform difficult, complex and specialized office support, information gathering, information preparation, billing, payroll and public relations assignments; assist with the preparation of the annual District budget; prepare complex administrative and financial reports; provide technical and responsible administrative staff assistance; perform technical personnel and administrative work assignments; perform a variety of purchasing functions to coordinate fiscal information system with the District /State/Federal agencies; performs duties of the Clerk of the Board in their absence; and do related work as required.

# Duties will include, but are not limited to, the following:

- Performs a variety of basic office administrative duties to support departmental operations, including word processing, data entry and organization, telephone and counter reception, record-keeping, preparing records, filing, and maintaining office and related supplies.
- Maintains accurate and detailed records, verifies accuracy of information, researches discrepancies, and records information.
- Prepares, copies, collates, and distributes a variety of documents; ensures proper filing of copies in departmental or central files.
- Prepares, copies, collates, and distributes a variety of documents in support of the District Board of Directors.
- > Accurately and efficiently record, transcribe and edit Board material and minutes.
- Screens calls, visitors, and incoming mail; assists public at front counter and directs public to appropriate locations and/or staff; responds to complaints and requests for information; assists in applying department policies and procedures in response to inquiries and complaints from the public; enters public calls into appropriate computer databases.
- > Types, formats and proofreads a variety of routine reports, letters, documents, flyers, brochures, and memoranda; checks drafts for punctuation, spelling, and grammar;

- suggests corrections.
- Receives, opens, time stamps, sorts, and distributes incoming and interdepartmental mail; prepares and distributes outgoing mail.
- Distribute service work orders.
- Receive and post payments; prepares billing statements; processes receivables and payables; performs general ledger tasks.
- Performs payroll duties.
- Compiles information and data for reports and submits to requestor; assembles reports, manuals, articles, announcements, and other informational materials;
- Maintains and updates departmental record systems; retrieves information from computer systems and databases as required.
- ➤ Gathers, assembles, updates, and distributes a variety of department of District specific information, forms, records, and data as requested.
- Receives, and posts payments, prepares billing statements, processes receivables and payables; performs general ledger tasks; performs additional accounting tasks.
- Monitors office and other related supplies, assists in preparing processing, and tracking purchase requisitions for services and materials.
- Learns and applies emerging technologies and, as necessary, to perform duties in an efficient, organized and timely manner.
- Performs other duties as assigned.

#### **EXHIBIT B**

## COMPENSATION OR FEES TO BE PAID TO CPUD

IVCSD shall compensate CPUD as follows:

## Water/Waste Water Services:

IVCSD shall pay CPUD an hourly rate of \$\_\_\_ for all water/waste water services as set forth in Exhibit A.

## Adminstration Services:

IVCSD shall pay CUPD an hourly rate of \$\_\_\_ for all administration services as set forth in Exhibit A performed by employees in the classification of Office Manager.

IVCSD shall pay CUPD an hourly rate of \$\_\_\_ for all administration services as set forth in Exhibit A performed by employees in the classification of Billing Specialist/District Secretary.

## <u>Additional Compensation Provisions:</u>

IVCSD shall reimburse CPUD for the following extraordinary expenses advanced on IVCSD's behalf:

Voluminous Duplication or Printing (Charged for each page beyond

350 pages in any month.)

\$0.10/page

Vehicle Mileage

Applicable IRS Rate

per mile x number of miles

Administration Fee

10% of gross wages paid shall be added to the billing statement to account for CPUD administering this

contract and accounting and tracking of additional duties/hours

worked by employees.