

# North Bay Watershed Association Treasurer Services Agreement

This Agreement, effective July 15, 2024 (the "Effective Date"), is entered into by and between the Central Marin Sanitation Agency (CMSA) and the North Bay Watershed Association (NBWA or Association) for Treasurer and Controller services provided by CMSA to NBWA as set forth herein.

## Recitals

A. NBWA was formed in 2000 pursuant to a Memorandum of Understanding (MoU) by and between several San Pablo Bay watershed counties, towns, cities, and special districts; and

B. The NBWA MoU provides for one of the NBWA member agencies to serve as the Association's Treasurer and Controller, to deposit and hold Association funds, pay demands, and provide financial reports to the NBWA Board; and

C. Marin Municipal Water District began serving as the Treasurer since the Association's inception and provided the Treasurer services until July 1, 2024; and

D. At the June 11, 2024 CMSA Board meeting, the Board authorized the CMSA to serve as the NBWA Treasurer and to be reimbursed for its expenses to provide the services; and

NOW THEREFORE, the purpose and intent of this Agreement is to set forth the terms and conditions by which CMSA, commencing on the Effective Date, provides Treasurer and Controller services to NBWA as authorized in Section 11 in the MoU.

## Agreement

CMSA and NBWA, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

### SECTION 1. Term of Agreement

This Agreement shall commence on the above-stated Effective Date and shall continue in full force and effect for an indefinite term until terminated as set forth below.

### SECTION 2. CMSA As Independent Contractor

CMSA at all times and for all purposes under this Agreement is an independent contractor and shall not be deemed an agent, servant or employee of NBWA, nor is this Agreement to be construed as a partnership, joint venture or association by CMSA with NBWA.

### **SECTION 3. Treasurer Services Provided by CMSA**

CMSA shall, for the consideration set forth in this Agreement, provide the Treasurer services presented below.

- 1) Prepare a monthly Treasurer's Report for NBWA Board meetings
- 2) Process Accounts Payable and Accounts Receivable
- 3) Contract administration – West Yost, SFEI, and Data Instincts
- 4) Prepare an annual Association budget in coordination with the NBWA Executive Director
- 5) Prepare and deliver annual member invoices
- 6) Open and maintain a bank account for the NBWA funds

### **SECTION 4. Compensation for Treasurer Services Rendered**

NBWA shall reimburse CMSA annually for the Treasurer services. CMSA will be fully reimbursed for all expenses associated with providing the Treasurer services, including a one-time bank and financial software set-up fee of \$3000, and annual employee labor and benefit expenses, a 21% overhead on employee costs, materials and supplies, and banking charges. This reimbursement may be either NBWA approving a service payment to CMSA or applying all or a portion of the annual service fee towards CMSA membership dues. CMSA will prepare the annual service invoice in May.

### **SECTION 5. Custody of Cash in Trust**

While providing the Treasurer services, CMSA is acting in the best interest of NBWA and will be in control of all proceeds held with trust for NBWA. Should CMSA decide to transfer the Treasurer services to another NBWA member agency, the trust account owned by CMSA will be closed with the proceeds payable to NBWA. Payment will be made within 30 days after another member agency contracting with NBWA for the Treasurer services.

### **SECTION 6. Changes Required by Law**

The parties hereby acknowledge and agree that any changes or modification of law or formal accounting principles/standards that will affect the Treasurer services being provided by CMSA under this Agreement shall be immediately addressed.

### **SECTION 7. Inspection & Ownership of Records**

CMSA upon reasonable notice given by NBWA shall make available all financial records involved in the performance of this Agreement for purposes of inspection by NBWA representatives. All ledgers, statements, checks, balance sheets, bank records and other such financial documents that CMSA prepares or obtains pursuant to this Agreement and which relate to the matters covered hereunder shall be the property of NBWA. CMSA hereby agrees to deliver these documents to NBWA upon termination of this Agreement. It is understood and agreed that all such documents and materials, including but not limited to those described above and prepared pursuant to this Agreement, are exclusively the property of, and owned by, NBWA.

## **SECTION 8. Performance Review**

NBWA reserves the right at any time to audit and review CMSA's performance under this Agreement, and agrees to provide to CMSA the results of its review. CMSA agrees to cooperate with any and all requests for information and documents related to any such audit and review and, if necessary, to cooperate and provide information and material to NBWA representatives.

## **SECTION 9. Financial Integrity Concerns**

If any act or omission under this Agreement by CMSA and its staff presents a perceived or potential risk to the public funds/monies being handled or controlled by CMSA on NBWA's behalf, NBWA's Executive Director shall notify CMSA's General Manager of the concern by telephone and in writing. If CMSA fails to correct the concern within fourteen (14) days after receipt of notice, NBWA may suspend this Agreement until such time as this concern has been corrected.

## **SECTION 10. Hold Harmless & Indemnification**

NBWA and CMSA each agree to defend, indemnify, and hold harmless the other, and the other's officers, Board members, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions of their own respective employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Agreement. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties, liability shall be apportioned between NBWA and CMSA under the doctrine of comparative fault as established under California law.

## **SECTION 11. Insurance**

CMSA shall carry at its own expense during the full term of this Agreement errors and omissions insurance for financial misfeasance/malfeasance in the minimum amount of one million dollars (\$1,000,000). CMSA shall provide current proof of such insurance coverage to NBWA upon request.

## **SECTION 12. Assignability**

CMSA shall not assign all or any portion of this Agreement.

## **SECTION 13. Termination**

This Agreement may be terminated by sixty (60) days written notice being given by either party to the other party.

## **SECTION 14. Amendments**

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both parties. CMSA and NBWA each agree that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

**SECTION 15. Severability**

Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

**SECTION 16. Governing Law**

This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California, with venue agreed to be within the County of Marin.

**SECTION 17. Consent**

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

**SECTION 18. Designated Representatives**

The Executive Officer of NBWA is its designated representative and will administer this Agreement on its behalf. CMSA's General Manager is its designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

**SECTION 31. Notices**

All notices shall be in writing, either by email or US mail, at the following addresses:

If to CMSA:

Jason Dow  
General Manager  
1301 Andersen Drive  
San Rafael, CA 94901  
[jdow@cmsa.us](mailto:jdow@cmsa.us)

If to NBWA:

Andy Rodgers  
Executive Director  
2235 Mercury Way, Suite 105  
Santa Rosa, CA 95407  
[northbaywa@gmail.com](mailto:northbaywa@gmail.com)  
cc: [arodgers@westyost.com](mailto:arodgers@westyost.com)

Each party shall provide the other with telephonic and written notice of any change of address as soon as practicable.

IN WITNESS WHEREOF the parties hereto have entered into and executed this Agreement as follows:

**CMSA**

**NBWA**

By:  Jason Dow, General Manager

By: \_\_\_\_\_  
Andy Rodgers, Executive Director