



SERVICE AGREEMENT

This Agreement is entered into as of 3/19/2026 ("Effective Date")

BETWEEN:

Service Provider:

Sophie Paez/Fennel B2B
19919 Fir Lane
Bend, OR 97703
541.678.3973
sophie@fennelb2b.com
("Provider")

AND

Client:

Tumalo Basin Sewer District
c/o Rob Fish, President
64682 Cook Ave, Box 19, Bend OR 97703
541-239-3389
Info@tumalobasinsd.org
("Client")

1. SERVICES

1.1 Scope of Services

Provider agrees to perform the following Board Secretary services for Client in compliance with Oregon Public Meetings Law (ORS Chapter 192):

- Meeting and agenda coordination
- Document preparation and distribution, including agenda packets
- Dissemination of agendas and packets via email and Client's website
- Media notifications per legal posting requirements (ORS 192.640)
- Maintenance of Client's website for agendas, minutes, and related updates
- Post-meeting documentation, minutes preparation, and filing
- SharePoint database maintenance
- Additional administrative tasks as mutually agreed upon in writing

1.2 Services Excluded from this Engagement

Provider's services do not include legal or compliance advisement. Responsibility for compliance with Oregon special district governance statutes rests solely with the TBSD Board. This distinction applies regardless of any separate volunteer role Provider may hold as a board member; Provider's obligations under this agreement are limited to the administrative services described in Section 1.1.

1.3 Service Delivery

- Provider will perform work remotely or on-site as mutually agreed upon by both parties
- Provider will access Client's systems using secure, password-protected connections
- Provider will maintain communication with Client regarding questions, discrepancies, or issues identified during the project

2. COMPENSATION

2.1 Hourly Rate

Rate: \$65.00 per hour

2.2 Hour Limitations

Provider shall not exceed \$5,000.00 per fiscal year (approximately 6.5 hours/month) without prior written approval from Client. Provider will notify Client promptly if it appears the weekly limit will be approached or reached.

2.3 Billing Terms

- Invoices will be provided monthly showing date, time spent, and tasks performed
- The estimated hours may vary based on volume of transactions and complexity of bookkeeping needs
- Provider will communicate with Client if workload significantly exceeds estimated hours, and determine whether additional charges or an amended contract is required.

2.4 Payment Terms

- Invoices will be provided monthly showing date, time spent, and tasks performed
- Provider will communicate with Client if workload requires adjustment to the hour limitations described in 2.2
- Check or Zelle Payment preferred

3. TERM AND TERMINATION

3.1 Term

This Agreement shall commence on the Effective Date and continue indefinitely until amended or terminated by either party.

3.2 Termination

Either party may terminate this Agreement with fourteen (14) days written notice to the other party.

3.3 Termination Procedures

- Provider will complete any work-in-progress for which Client has already been billed

- Provider will return or securely destroy all Client confidential information
- Provider will provide reasonable transition assistance to ensure continuity of project records
- Client will pay for all services rendered through the termination date

4. CONFIDENTIALITY

4.1 Confidential Information

Provider acknowledges that during the performance of services, Provider will have access to confidential and proprietary information.

4.2 Obligations

- Maintain strict confidentiality of all Client information
- Not disclose confidential information to any third party without Client's written consent
- Use confidential information solely for the purpose of performing services under this Agreement
- Return or destroy all confidential information upon termination of this Agreement

4.3 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available through no breach of this Agreement
- Is required to be disclosed by law or court order
- Was already in Provider's possession prior to this Agreement

5. DATA SECURITY

5.1 Security Measures

Provider will maintain reasonable security measures to protect Client's financial data, including:

- Password-protected computer systems
- Up-to-date antivirus and security software
- Secure internet connections with encryption
- Multi-factor authentication where available
- Regular software and security updates

5.2 Workspace

Provider will perform all work in a secure, private office environment to prevent unauthorized access to Client information.

6. PROFESSIONAL STANDARDS

6.1 Standard of Care

Provider will perform all services in a professional and workmanlike manner, consistent with industry standards for the services provided.

6.2 Accuracy

While Provider will exercise reasonable care and diligence, Provider will correct any errors or deficiencies identified in a timely manner.

6.3 Not Professional Advice

Provider is providing project services only and is not providing legal, tax, financial planning, or other licensed professional advice. Client should consult with appropriate licensed professionals for such services.

7. CLIENT RESPONSIBILITIES

7.1 Access and Information

- Provide timely access to all necessary materials, documents, and systems required for the project
- Provide complete and accurate information and source documents as needed
- Respond promptly to Provider's questions and requests for information
- Maintain appropriate access credentials for Provider in relevant systems

7.2 Review

- Reviewing work product and deliverables prepared by Provider
- Notifying Provider of any errors or discrepancies within a reasonable time
- Making final business decisions based on information or work product provided

8. INDEPENDENT CONTRACTOR

8.1 Relationship

- Be responsible for all taxes, insurance, and benefits
- Determine the method and means of performing services
- Use own equipment and software (unless Client provides specific systems access)
- Not be entitled to employee benefits from Client

8.2 No Authority

Provider has no authority to bind Client to any contracts or obligations without Client's express written consent.

9. LIMITATION OF LIABILITY

9.1 Liability Cap

Provider's total liability for any claims arising from this Agreement shall not exceed the total fees paid by Client to Provider in the six (6) months preceding the claim.

9.2 No Consequential Damages

Provider shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits or business interruption.

9.3 Exceptions

Nothing in this section limits liability for:

- Gross negligence or willful misconduct
- Breach of confidentiality obligations
- Matters that cannot be limited by law

10. GENERAL PROVISIONS

- Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.
- Amendments: This Agreement may only be amended in writing signed by both parties.
- Governing Law: This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of law provisions.
- Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Assignment: Neither party may assign this Agreement without the written consent of the other party.
- Notices: All notices under this Agreement must be in writing and sent to the addresses listed above, or to such other addresses as either party may designate in writing.
- Waiver: Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

11. SIGNATURES

By signing below, both parties agree to the terms and conditions set forth in this Agreement.

Provider: Sophie Paez/Fennel B2B

Signature: _____ Date: _____

Client: Tumalo Basin Sewer District, C/O Rob Fish (President)

Signature: _____ Date: _____