

Hi Guys.

Finally I got to the hold harmless. Sorry it has taken me so long. Life has certainly been happening. So attached is my recommendation for a rewrite of the document I was asked to review. I sent to you in word. Below it is in Pages if that is what you prefer. If you would like changes, please let me know. One comment, please be as specific as possible as to the Project description. The hold harmless will only cover those activities within the Project as set out in the Agreement.

Regarding the waiver for the person doing the work for CCWD, I am afraid that in California, an employee cannot waive their workers compensation benefits, except in very limited circumstances, those being board members, executive officers, general partners or independent contractors (and the new CA laws on independent contractors make it it almost an impossible claim.). So, if any of the heavy machinery operator are paid for their work, they must be covered. And, it is my opinion that even though in California it is not required to provide volunteers with workers compensation, it is a good idea to do so, unless they prove to you they have adequate medical insurance (including a secondary policy in the situation of someone on MediCare) to cover possible medical expenses in th event of an injury.

I hope this has been helpful to you.
Best regards, Sharon.

PROJECT AGREEMENT

This Agreement is made and entered into by and between the CANEBRAKE COUNTY WATER DISTRICT (CCWD) and _____ (HOMEOWNER), as of _____ 2024.

The HOMEOWNER requires the services of the CCWD as follows, which shall be known as the PROJECT:

The Homeowner shall pay to the CCWD the sum of _____ upon completion of the PROJECT.

To the extent permitted under California law, the HOMEOWNER agrees to indemnify, protect, defend and hold harmless, the CCWD and its respective elected and appointed boards, officers, officials, employees, agents, and volunteers (individually and collectively), from and against any and all causes of action, claims, demands, liabilities, obligations, actions, proceedings, suits, judgments, and/or damages, which arise out of, or pertain to, or relate to the CCWD, in the performance of the PROJECT, with the exception of the sole gross negligence or sole intentional act of the CCWD.

In the event of any dispute between the parties, the prevailing party shall recover its attorneys' fees and any costs and expenses incurred by reason of the dispute. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth in this AGREEMENT.

CANEBRAKE COUNTY WATER DISTRICT

By: President of the Board

HOMEOWNER