

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR GHAD TREASURER SERVICES (this "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Blackhawk Geologic Hazard Abatement District, a political subdivision of the State of California, ("GHAD") and Laffer Tengler Investments ("GHAD Treasurer") (individually, a "Party" and collectively the "Parties"), for professional services more particularly described herein.

The GHAD and GHAD Treasurer, for mutual consideration as defined herein, agree to the following terms, services and conditions.

1. **Contract Documents.** This Contract is comprised of the following documents: (i) this Contract for GHAD Treasurer Services, and (ii) Addendum A to Contract for GHAD Treasurer Services attached hereto and incorporated herein by reference ("**Addendum A**").
2. **Term.** This Contract between the Parties is effective as of the date of execution and shall remain in effect until terminated in accordance with the provisions set forth herein.
3. **Services.** GHAD Treasurer shall, in accordance with the terms of this Contract, perform professional services, which are described in **Addendum A** (the "Services").
4. **Fees.** The GHAD agrees to pay the GHAD Treasurer on a quarterly basis for the Services pursuant to this Contract in the amount described in the **Addendum A**. The GHAD Treasurer shall submit invoices to the GHAD Manager on an as-needed basis but no more frequently than once a calendar quarter.
5. **Expenses.** GHAD Treasurer shall be reimbursed by the GHAD for the actual cost of those reimbursable expenses incurred by GHAD Treasurer listed in **Addendum A**, if any.
6. **Laws, Rules and Regulations.** GHAD Treasurer shall perform the Services in accordance with GHAD Law (Public Resources Code 25600 et seq.) and other applicable laws and regulations and GHAD Board-approved policies and procedures to accommodate the completion of the work in accordance with the best practices and professional standards.
7. **Indemnity.** GHAD Treasurer shall indemnify, defend, save and hold harmless GHAD its directors, officers and employees and other related parties for any acts or omissions arising out of the performance of this Contract from and against any and all claims damages, losses, liabilities and expenses.
8. **Insurance.** GHAD Treasurer shall purchase and maintain with an insurer or insurers acceptable to GHAD, a commercial general liability policy with a minimum of \$1 Million in coverage and an errors and omission policy with a minimum of \$1 Million in coverage GHAD Treasurer shall provide GHAD proof of the required coverages prior to commencement of the Services.

9. **Confidentiality.** Each Party shall maintain confidentiality of all such confidential information exchanged in connection with the performance of this Contract, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that; (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure) or, (b) is under the obligation to be disclosed pursuant to applicable laws or regulations. This Section shall survive the termination of this Agreement for any reason.
10. **Contract Modification.** GHAD and GHAD Treasurer agree that the terms and conditions of this Contract shall constitute the entire agreement between the Parties as to the subject matter of this Contract, and shall supersede all prior and contemporaneous negotiations and agreements on that subject matter. GHAD and GHAD Treasurer may modify the terms of this Contract only by executing a written amendment which shall reference this Agreement and shall be executed by the Parties.
11. **Contract Administration.** The Parties acknowledge that the GHAD Manager will administer this Agreement on behalf of the GHAD Board of Directors.
12. **Independent Contractor.** GHAD Treasurer is an independent contractor and is solely responsible for its acts, errors or omissions. GHAD Treasurer (including its agents, servants, and employees) is not an employee of the GHAD.
13. **Conflict of Interest.** GHAD Treasurer represents that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. GHAD Treasurer certifies that no one who has or will have any financial interest under this contract is an officer or employee of GHAD.
14. **Termination of Services.** Either Party may terminate this Contract at any time by providing 60 days' written notice to the other Party. Once a new treasurer is appointed, the GHAD Treasurer will cease working on GHAD matters other than such services as may be reasonably necessary for an orderly transition of the matter.
15. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For convenience, the Parties may exchange scanned copies of the signature pages to this Contract, which copies shall be binding as originals.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed the day and year first above written.

**Blackhawk Geologic Hazard Abatement  
District**

**Laffer Tengler Investments**

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Manager:

Dated: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

Address:

Address:

Email:

Email:

## **Addendum A**

The GHAD Treasurer shall provide the following professional services:

The GHAD Treasurer is responsible for the general oversight of the GHAD's fiscal resources working in close collaboration and cooperation with the GHAD Manager. The role of the GHAD Treasurer includes providing accurate cash projections of the GHAD's revenues, the expeditious accounting of tax revenue collected by Contra Costa County, the control of disbursements and the cost-effective management of custodial relations.

The GHAD Treasurer has the authority to select a firm(s) or individual(s) to manage the GHAD investment accounts consistent with the provisions of the GHAD-adopted Statement of Investment Policy. Fees and costs associated with the GHAD investment management services are payable by the GHAD.

The GHAD Treasurer coordinates closely with the GHAD Manager on budget, cash flow and disbursements. The GHAD Treasurer has further authority to engage the services of one or more third party custodians ("Custodian") to provide safekeeping and custody of assets, and issuance of requested and approved disbursements of GHAD funds.

The GHAD Treasurer has the authority to disburse funds from GHAD accounts held by the Custodian with the written or electronic consent of the GHAD Manager. The GHAD Manager is responsible for authorizing disbursements (i.e., invoices) consistent with the GHAD budget approved by the GHAD Board of Directors. The GHAD Treasurer is responsible for reviewing, approving and authorizing disbursements submitted by the GHAD Manager. Such disbursements are, in turn, issued by a Custodian upon authorization by the GHAD Treasurer.

The GHAD Treasurer shall annually review the Statement of Investment Policy in conjunction with the GHAD Manager. The GHAD Treasurer and GHAD Manager have the authority to determine whether modifications to the Policy are necessary and, if so, to report such recommended modifications to the GHAD Board of Directors.

The GHAD Treasurer is responsible for providing the following reports:

### **A. Monthly**

The GHAD Treasurer will coordinate with the Custodian(s) to provide a monthly institutional brokerage statement, and bank statements, with an investment and transaction summary to the GHAD Manager.

### **B. Quarterly**

The GHAD Treasurer shall submit quarterly financial reports to the GHAD Manager and the GHAD Board.

The quarterly report shall highlight key aspects of information contained in the investment reports; a summary of investment activity for the GHAD, total account balance, balance by position, quarterly performance summary of the investment portfolio and review of cash flow required to meet expenditures for the next six months.

### **C. Other**

The GHAD Treasurer shall present to the GHAD Manager an annual report on the investment program and investment activity no later than 180 days following the end of the fiscal year. The annual report may include a performance summary, and following consultation with the investment manager, suggest policies and improvements that might enhance the investment program, and include an investment plan for the ensuing fiscal year. The GHAD Treasurer will provide additional data deemed necessary by the GHAD Manager to facilitate any additional accounting or reporting requirement.

The GHAD Treasurer shall maintain a list of financial institutions authorized to provide custodial services. Assets are held directly with the Custodian which provides independent verification of assets through monthly institutional account statements. The GHAD Treasurer is responsible for the coordination, review, and monitoring of GHAD cash disbursements. Through a dual control verification process, the GHAD Treasurer must verify disbursement requests from the GHAD Manager. GHAD Manager shall only submit check requests for vendors previously approved by the GHAD Manager and the GHAD Treasurer shall only cause to be processed checks from previously approved vendors. The GHAD Treasurer coordinates and verifies disbursements from the Custodian to the approved vendors.

The GHAD Treasurer shall attend up to 4 (four) GHAD Board meetings per year. Additional meeting attendance, if necessary, can be billed on a time and materials basis.

Fees: GHAD Treasurer shall be paid an annual fee of 0.25% of assets billed on a quarterly basis.

Reimbursable Expenses: GHAD Treasurer shall be reimbursed for expenses including mileage at the then standard mileage rate published by the Internal Revenue Service.