

**GENERAL SERVICE AGREEMENT**

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this \_\_\_\_ day of May, 2026.

Coalinga-Huron District Library  
305 North 4th Street  
Coalinga, CA 93210  
("The Client")

Sam Chow  
12301 Loden Drive  
Bakersfield, CA 93311  
("the Contractor")

**BACKGROUND**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**SERVICES PROVIDED**

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - a. Up to 20 hours per month of one-on-one leadership coaching and mentoring sessions
  - b. Development of a written leadership development plan within 30 days of contract start
  - c. Monthly written summaries outlining progress, key focus areas, and recommendations
  - d. Consultation on discrete leadership and HR-related issues, as requested by the Client
  - e. Any other tasks which the Parties may agree on

All services shall be coordinated through the Client’s designated representative. Any material change in scope must be approved in writing by the Client in advance.

**TERM OF AGREEMENT**

- 2. This Agreement shall commence on May 15th and shall continue for a period of three (3) months, unless earlier terminated as provided herein.
- 3. This Agreement may be renewed for additional terms upon mutual written agreement of the Parties and approval by the Client’s governing board.
- 4. The total compensation under this Agreement shall not exceed \$9,000 dollars without prior written approval by the Client’s governing board.

**PERFORMANCE**

- 5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

7. The Contractor shall be compensated as follows:
  - a. Monthly Retainer: 3000.00 for up to 20 hours per month
  - b. Hourly Rate: 200.00 per hour
8. Unused retainer hours may be carried over for one (1) additional month only.
9. Hours exceeding the monthly retainer must be pre-approved and will be billed at \$200.00 per hour.
10. The Contractor shall submit itemized monthly invoices detailing dates, hours worked, and descriptions of services performed.
11. Invoices are payable within 30 days of receipt.
12. The Retainer Rate is payable on the first of every month. The Retainer Rate is payable whether the designated hours are fully used or not.

## **TERMINATION**

13. Either Party may terminate this Agreement with 10 days' written notice.
14. The Client may terminate this Agreement immediately for cause, including but not limited to:
  - a. Breach of this Agreement
  - b. Failure to perform services satisfactorily
  - c. Misconduct or unethical behavior
  - d. Breach of confidentiality
15. Upon termination, the Contractor shall be compensated for services performed up to the effective date of termination.

## **REIMBURSEMENT OF EXPENSES**

16. All expenses must be pre-approved in writing by the Client.
17. Reimbursement shall be limited to reasonable and necessary expenses and shall comply with the Client's reimbursement policies. Receipts are required.
18. Reimbursable expenses include but are not limited to:
  - a. Reasonable business travel
  - b. Large or custom print
  - c. Copying
  - d. Other specific resources required for the success of the project

## **CONFIDENTIALITY**

19. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be proprietary to the Client including, but not limited to: accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the client.
20. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, excepts as authorized by the

Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

21. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **PUBLIC RECORDS ACT**

22. The Contractor acknowledges that the Client is subject to the California Public Records Act. Documents and communications related to this Agreement may be subject to public disclosure unless exempt by law.

### **OWNERSHIP OF INTELLECTUAL PRODUCT**

23. All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement will be the property of the Contractor. The Client is granted a non-exclusive limited-use license for this Intellectual Property.
24. Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain exclusively with the Contractor.
25. Client is permitted to use, and continue to use after termination of this contract, any materials created during the term of this agreement by the Contractor.

### **RETURN OF PROPERTY**

26. Upon the expiration or termination of this Agreement, the Contractor shall return to the Client any property, documentation, records, or confidential information which is the property of the Client.
27. If this Agreement is terminated by the Client prior to completion of the Services, the Contractor will be entitled to recovery from the site or premises, where the Services were carried out, any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

### **CAPACITY/INDEPENDENT CONTRACTOR**

28. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

### **SUBCONTRACTORS**

29. The Contractor shall not subcontract any portion of this Agreement without prior written approval of the Client.
30. Any approved subcontractor shall be subject to all terms of this Agreement, and the Contractor shall remain fully responsible for all work performed.

## AUTONOMY

31. The Contractor shall perform the Services as an independent contractor and shall retain control over the manner and means of performing the Services, subject to the requirements of this Agreement.
32. Notwithstanding the foregoing, the Contractor shall perform all Services in accordance with the priorities, expectations, and direction reasonably established by the Client. The Client retains the right to define the scope of work, request specific tasks or deliverables, and evaluate the quality and timeliness of the Services Provided.
33. The Contractor agrees to be reasonably available and responsive to the Client's needs and to coordinate Services with the Client's designated representative.

## EQUIPMENT

34. Except as otherwise provided in this Agreement, the Contractor will provide, at the Contractor's own expense, all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## NO EXCLUSIVITY

35. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## NOTICE

36. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
  - a. Coalinga-Huron Library District  
305 North 4<sup>th</sup> Street, Coalinga, CA 93210
  - b. Sam Chow  
12301 Loden Drive, Bakersfield, CA 93311

## INDEMNIFICATION

37. The Contractor shall indemnify, defend, and hold harmless the Client, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses including attorney's fees, arising out of or resulting from negligent acts, errors, omissions, or willful misconduct of the Contractor.

## INSURANCE

38. The Contractor shall maintain, at its own expense:
  - a. Professional Liability (Errors & Omissions): **\$1,000,000 per claim**
  - b. General Liability: **\$1,000,000 per occurrence**
39. Proof of insurance shall be provided within 30 days after executing this Agreement to the Client.

**ADDITIONAL CLAUSE**

40. In the event of cause for legal action, the case will be heard within the County of Fresno.

**MODIFICATION OF AGREEMENT**

41. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**TIME OF THE ESSENCE**

42. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**ASSIGNMENT**

43. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**ENTIRE AGREEMENT**

44. It is agreed that there is no representation, warranty, collateral agreement condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

45. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

46. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

47. Words in the singular meaning and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

48. This Agreement will be governed by and construed in accordance with the laws of the State of California.

**SEVERABILITY**

49. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

50. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_ day of May of 2026

**CLIENT**

Coalinga-Huron Library District

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

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

Title: \_\_\_\_\_

**CONTRACTOR**

Sam Chow

By: *Sam Chow*