

**LAKE WENATCHEE WATER DISTRICT
RESOLUTION 2024-01-11C**

**RESOLUTION OF THE COMMISSIONERS OF THE LAKE WENATCHEE WATER
DISTRICT TO ENTER INTO CONTRACT WITH DVM SOLUTIONS, LLC FOR
BOOKKEEPING SERVICES**

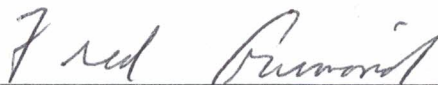
WHEREAS, the Lake Wenatchee Water District is a municipal corporation formed under and with the duties imposed by RCW Title 57;

WHEREAS, the Board of Commissioners wish to engage a bookkeeper to assist with the administrative and clerical duties of the district,

WHEREAS, the Commissioners met, discussed and reviewed the qualifications of applicant and recommend approval of Velda Millard of DVM Solutions, LLC,

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS of the LAKE WENATCHEE WATER DISTRICT AS FOLLOWS: The Board of Commissioners will engage DVM Solutions, LLC, as the contracted bookkeeper to maintain the bookkeeping duties of the District pertaining to the accounts payables, accounts receivables and payroll functions and related reporting of these duties, at \$50 per hour and ending January 31, 2025 per Exhibit A attached.

ADOPTED by the **BOARD OF COMMISSIONERS of the LAKE WENATCHEE WATER DISTRICT**, Chelan County, Washington at a regular meeting thereof, this 11 day of **January 2024**.



Fred Guimond, President/Commissioner



John Colvard, Secretary/Commissioner

Erin Colwell, Commissioner

EXHIBIT A

BOOKKEEPING SERVICES AGREEMENT

This agreement is by and between DVM Solutions LLC and Lake Wenatchee Water District (Client)

In consideration of the covenants herein contained DVM Solutions LLC and Client hereby agree to the following:

1. The purpose of this agreement is to appoint DVM Solutions LLC as the bookkeeper for the Client. The contract services to be rendered will include:
 - Bi-monthly prepare and mail utility bills using QuickWater software.
 - Collection and weekly deposit of customer payments.
 - Weekly transfer of deposits to Chelan County Treasurer (online).
 - Research/resolve customer inquiries, adjustments and problems.
 - Prepare late penalties, and administers delinquency program. File liens with the county if necessary.
 - Verifies closing bills requested by escrow companies and responds within 48 hours.
 - Enter deposits and payments into QuickBooks; reconcile with reports from Chelan County Treasurer.
 - Receipt and review of all invoices, entry of those invoices into county EDEN system (online) and mailing payments to vendors.
 - Prepares related monthly internal/external reports, including warrants for approval by commissioners at public meeting
 - Enter payroll monthly into the county EDEN system.
 - Quarterly prepare payroll tax returns.
 - Annually prepare 1099s.
 - Annually submit an annual return to the State Auditor.Maintains historical records by scanning and filing documents.
2. APPOINTMENT: This appointment shall begin training Dec 1, 2023 with post training Feb 1, 2024 and continue on a month-to-month basis. This agreement may be terminated by either party, with or without cause, by giving thirty (30) day written notice. Client agrees to pay DVM Solutions LLC for the contract services at the rate of \$30.00 per hour for training and \$50 per hour post training or agreed upon monthly rate to be negotiated. Client agrees to pay for additional services provided by DVM Solutions LLC at the applicable rate.
3. ACCURACY OF FINANCIAL INFORMATION: It is understood that the accuracy of financial information supplied to DVM Solutions LLC is the sole responsibility of the Client. DVM Solutions LLC shall not be held responsible for the production of inaccurate financial statements, homeowner records and billings, or any other financial reports if the financial data submitted by the Client or by prior managing agent is inaccurate. In addition, the Client agrees to be responsible for all costs, expenses, and attorneys' fees incurred in an independent financial review for the purpose of correcting financial data of the Client.
4. INDEMNIFICATION: The Client shall indemnify, defend and save DVM Solutions LLC harmless from any and all suits, costs, damages or proceedings, including but not limited to bookkeeping services, pertaining to any and all litigation in which the Client is a party. The Client shall pay all expenses incurred by DVM Solutions LLC including, but not limited to, all attorneys' fees, costs and expenses incurred should DVM Solutions LLC be named a party in any litigation to which Client is a party. Additionally, the Client shall further indemnify and hold harmless DVM Solutions LLC and its employees, agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of the Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify DVM Solutions LLC is not limited to any acts or omissions, statements or representations made by DVM Solutions LLC in the performance and/or non-performance of duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against DVM Solutions LLC.
5. INDEMNIFICATION AND REIMBURSEMENT SURVIVES TERMINATION: All covenants, representations and warranties of the parties contained herein shall survive the termination of this agreement including, but not limited to all requirements. All provisions of this agreement that require the Client to have insurance or to defend, reimburse or indemnify DVM Solutions LLC shall survive any termination of this agreement; and if is or becomes involved in any proceeding or litigation by reason of having been the Client's bookkeeper, such provision shall apply as if this agreement were still in effect.
6. ENTIRE AGREEMENT: It is specifically agreed by both parties to this agreement that the entire agreement of the parties is contained in this written agreement and this agreement supersedes all other previous agreements, written, oral or otherwise. This agreement shall only be modified and/or amended in writing signed by the parties hereto.
7. EFFECTIVE DATE OF AGREEMENT: Even though the date this agreement is signed by each party may be different, the parties hereto agree that this agreement shall be effective as of Feb 1, 2024.
8. APPLICABLE LAW AND PARTIAL INVALIDITY: The execution, interpretation and performance of this agreement shall in all respects be controlled and governed by the laws of the State of Washington. If any part of this agreement shall be deemed invalid or unenforceable, the remainder of this agreement shall continue in full force and effect.

In witness whereof, this agreement has been executed in the county of Chelan, State of Washington, as of the date herein.



Date

1/9/24



Date

Jan 11, 2024

Client

Fred Guimond, LWWD President

This contract can be terminated with or without cause by either party with 30 days advance written notice to the other party unless otherwise mutually agreed upon.