

SECRETARY/BOOKKEEPER AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made as of this 26 day of August, 2017, (the "Effective Date") by and between Salishan Hills Owners Association located at P.O. Box 177, Gleneden Beach, OR 97388 ("Client") and Adele Cooke located at P.O. Box 489, Gleneden Beach, OR 97388 ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide to Client the Secretarial and Bookkeeping services as described in Exhibit A attached to this Agreement (the "Services"). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor \$938.00 USD per month. Independent Contractor will be paid on the 28th of every month. There is a cost of living increase following the inflationary index as outlined for maintenance fees in Client's CC&Rs. Insurance and bond will be included in compensation and subject to annual review.

3. Expenses. Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all pre-approved, reasonable and necessary costs and expenses incurred in connection with the performance of the Services.

4. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on August 26, 2017. Independent Contractor acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, upon ninety (90) days prior written notice to Independent Contractor. In addition, this Agreement may be terminated by Independent Contractor upon ninety (90) days prior written notice to Client. At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

6. Confidentiality.

a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

7. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

8. Insurance. For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury,

property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Oregon, without regarding its conflicts of law provisions.

12. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

16. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

17. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

18. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

19. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

_____	Salishan Hills Owners Association
Client Signature	Client Full Name
_____	Adele Cooke
Independent Contractor Signature	Independent Contractor Full Name

EXHIBIT A

SECRETARY/BOOKKEEPER DUTIES

Bookkeeper's Duties

Bill Paying

1. Receive bills coded by Manager or Treasurer
2. Enter bills into QuickBooks
3. Prepare checks at least twice a month
4. Get checks signed by the approved Board members
5. Mail checks to vendors

Association Dues

1. Prepare and mail annual dues statements on or before May 15
2. Receive and post checks
3. Deposit checks at bank
4. Mail quarterly statements within 15 days prior to each quarter
5. If quarterly payments not received by end of payment period, record a \$30 late fee per month on QuickBooks
6. Send late statements to owners
7. If no payment is made with ninety (90) days,
 - a. send to Collection
 - b. begin accruing interest @ 10% per annum
8. Prepare delinquent list for SHOA Board of Directors monthly

Other Cash Receipts

1. Receive checks for building permits, builders' deposits and gate remote purchases and credit to appropriate accounts on QuickBooks
2. Record interest from CD's and Money Market accounts from bank statements
3. Deposit checks at bank

Labor (if necessary)

1. Receive time sheet from Manager on a biweekly basis
2. Create paycheck based on current tax rates for Social Security, Medicare, Federal and State Withholding, unemployment and other taxes as appropriate
3. Prepare annual payroll tax reporting for Federal (Forms 940 & 941) and State (Forms 132, OQ)
4. Prepare IRS form W-2 annually
5. Prepare IRS form 1099 annually for all independent contractors

Financial Statements

1. Print a general ledger and Accounts Receivable Report from QuickBooks monthly
2. Prepare Income Statement, Balance Sheet, Financial Statement and Cash Flow Report
3. Review reports with Treasurer

4. Present Financial Statement and Cash Flow report to the SHOA Board of Directors monthly
5. Present Balance Sheet and Income Statements to the SHOA Board of Directors quarterly or upon request

Bank Account Reconciliation

1. Receive bank statements from Manager
2. Reconcile bank statements with corresponding accounts on QuickBooks
3. Make adjustments as necessary

Other Duties

1. Maintain mailing lists for SHOA unit owners
2. Provide mailing labels for newsletters
3. Respond to escrow companies regarding dues status

SECRETARY'S RESPONSIBILITIES

1. Meetings

A. Board Meetings

1. Contact Salishan Lodge to schedule room for meetings. If possible, set up for year in advance
2. Check meeting room on day of meeting to be sure it is set up properly
3. Prepare meeting notice and agenda for posting at both gates at least three (3) days prior to meeting
4. Prepare agenda, manager's report, meeting minutes of prior meeting, committee reports and other appropriate material for board packets for each Board member at least three (3) days prior to meeting. Manager will distribute
5. Email meeting agenda and prior meeting minutes to Bluffs and Island presidents
6. Take minutes of the Board meetings and maintain a book of minutes
7. Record meetings and maintain recordings
8. Annually type up synopsis of minutes for Board manuals, Hills history and files

B. Annual Meeting

1. **August** – Arrange for the Salishan Lodge meeting rooms for next year, get written confirmation as soon as possible, verify as necessary. Also arrange for recording of the meeting. Closer to the date, count attendance sheets returned and notify Lodge. Meeting rooms needed – Hills Annual Meeting (3 pm), Bluffs & Islands Annual meetings, Election Committee (all at 1 pm)
2. **By February 15** – Make sure the nominating committee is in place by **February**
3. **March/April** – Request bios of 50 words or less and include in newsletter
4. **By May 1** – Send out nomination for the Board
5. **By June 1** – Mail out the invitation, ballot, small ballot envelope, proxy, attendance sheet and return envelope (stamped and addressed)
6. Arrange for homeowners to help count ballots (1 reading ballots, 2 opening ballots, 3 tabulating votes, 3 witnessing tabulators)
7. Arrange for homeowners to help with registration (3 for Hills, 1 for Bluffs, 1 for Islands)
8. Make up homeowner's packets with agenda, last annual meeting minutes and financial reports
9. Make signs for registration, sheets for counting votes and registration
10. Supervise counting of ballots and proxies, also supervise registration
11. Verify proof of notice affidavit and if a quorum is present
12. Take minutes of meeting and record
13. Take minutes of Board meeting after annual meeting and record
(Detailed instructions for annual meeting are attached)

II. Data Entry

- A. Type correspondence, agenda, manager's reports, minutes, annual meeting minutes

- B. Maintain rosters for
 - 1. Manager
 - 2. Mailing labels – for meetings, newsletters, treasurer’s maintenance fee mailing
 - 3. Annual meeting – make several copies homeowners can pick up
 - C. Maintain addendum to roster with additions and changes
 - D. Forms – maintain latest master
 - E. CC&Rs – maintain latest master
 - F. Maintain list of Board and committee members
 - G. Maintain information for Board manuals
- III. Files – Be knowledgeable and responsible for maintaining all association files and records which will include:
- A. Minutes of Board meetings
 - B. Minutes of Design Committee meetings as well as associated plans, approvals and other documents
 - C. Minutes of all other official committee meetings
- IV. Mailings – type, address, stamp and send out mailings that come up
- V. Books and Manuals
- A. Board manual – keep current
 - B. Board minute book
 - C. Board motion book
- VI. Office Supplies
- A. Order stationery and envelopes
 - B. Purchase supplies as needed for board and annual meeting
- VII. Other
- A. Copy information as requested by Board, committees and manager
 - B. Record Bylaw, Declaration and Plan changes at the Lincoln County Courthouse (type, notarize, pay fees, make copies for board manuals) and make sure homeowners receive this information within six (6) months, usually in a newsletter
 - C. Newsletter – arrange with newsletter editor for mailing labels
 - D. Send rosters as requested
 - E. Perform other duties as may be required by the Board