

RESOLUTION NO. 20-6

**RESOLUTION OF THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AUTHORIZING
INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING SERVICES FOR SPECIAL PROJECTS SERVICES
CONSULTING BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND SARAH HENRICKS**

WHEREAS, Los Altos Hills County Fire District (District) from time to time retains temporary part-time independent contractors to provide specialized services and expertise for District projects; and

WHEREAS, it is now timely and necessary to retain an independent contractor to provide part-time Special Projects Services Consulting to support the many efforts, programs, projects and goals of the District; and

WHEREAS, Ms. Sarah Henricks is recommended for retention by the District as a part-time independent contractor consultant to provide special projects services consulting; and

WHEREAS, Ms. Henricks brings a wide variety of management skills and experience to the District. Most important are her education, expertise and experience in special projects organization, management and budget analysis; document research and preparation; data analysis; project planning, implementation and evaluation; community meeting planning and facilitation; and

WHEREAS, the Commission's Personnel Subcommittee reviewed the plan to retain a part-time independent contractor for Special Projects Services Consulting; and

WHEREAS, the Personnel Subcommittee also reviewed Ms. Henricks' resume and qualifications and supports the recommendation for retention of Ms. Henricks as a part-time independent contractor for Special Projects Services Consulting; and

WHEREAS, the Los Altos Hills County Fire District Board of Commissioners at its January 21, 2020 Commission meeting reviewed, discussed and concurred with retention of a consultant for Special Projects Services Consulting under agenda item 16.B; and

WHEREAS, Ms. Henricks has agreed to act as a consultant on a temporary part-time basis for the District, and

WHEREAS, District seeks to retain Ms. Henricks to provide Special Projects Services Consulting as set forth in the Agreement between the District and Sarah Henricks to provide part-time independent consulting services for Special Projects Services Consulting ("Agreement") commencing February 19, 2020 through June 30, 2020 and is attached hereto as Exhibit A; and

WHEREAS, the District has read and considered that Agreement which is attached hereto as Exhibit A.

NOW, THEREFORE, the District Board of Commissioners does **RESOLVE** as follows:

1. Public interest and convenience require the District enter into the Agreement described above and attached hereto as Exhibit A
2. The District Board of Commissioners hereby approves the Agreement and the District Board President is hereby authorized on behalf of the District to execute the Agreement

PASSED AND ADOPTED this 18th day of February 2020.

BY:

Mark Warren, Board President

ATTEST:

District Clerk, Cori Vargas

**INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING SERVICES FOR SPECIAL PROJECTS SERVICES CONSULTING
BETWEEN LOS ALTOS HILLS COUNTY FIRE DISTRICT AND SARAH HENRICKS**

This Agreement (“Agreement”) is made this 18th day of February 2020, by and between the Los Altos Hills County Fire District (“District”) and Sarah Henricks (Henricks) jointly known as “Parties.”

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The District wishes to contract for certain temporary, part-time, consulting services for Special Projects Services Consulting to provide additional support and expertise to District programs, projects, initiative, goals and staff as authorized under Health and Safety Code Section 13861.
- B. Henricks is qualified by virtue of experience, training, and education to perform these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall be effective from the 19th day of February 2020 through the 30th day of June 2020 or, unless terminated earlier as set forth in Paragraph 4 below.

2. SERVICES TO BE PROVIDED. The services to be performed by Henricks are set out in the Scope of Services (“Services”) attached hereto as Exhibit A. Henricks may determine the methods, details and means of performing the Services. The District shall not have the right to, and shall not, control the manner or determine the method by which Henricks accomplishes these Services. Services are provided by Henricks on an as-needed basis in mutual agreement with the General Manager and generally, will not exceed 20 hours per week. If the hours required to perform Services exceed 20 hours in a week, Henricks shall first obtain approval from General Manager.

3. COMPENSATION. Henricks’ compensation for services in Exhibit A shall be set out in Exhibit B attached hereto.

- 3.1. Payment. For all Services performed by Henricks under this Agreement, payment shall be made by District in accordance with Santa Clara County Payroll Department schedule upon submittal by District of invoice for Services. Henricks shall submit invoices for Services on a form provided by the District to J. Logan on the 15th day and on the last day of the month and shall include descriptions of the work performed. Henricks is solely

responsible for all tax consequences and obligations related to District's payment to Henricks for Services. District shall report such payments to the IRS and will issue Henricks a Form 1099 indicating such payments have been made.

- 3.2 Records of Expense. Henricks shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Henricks shall keep all such records for at least three (3) years after the date of the Services performed. Henricks understands that the Public Records Act may apply to documents created under this Agreement and agrees to assist District in responding to Public Records Act Requests. This section shall survive the termination of this Agreement.

4. TERMINATION.

- 4.1. Any Party may terminate this Agreement, without cause, by giving no less than five (5) days written notice to the other Party.
- 4.2. Upon termination of this Agreement, all rights of the Parties hereto shall terminate, except:
- 4.2.1. as to payment for Henricks's services properly performed prior to such termination; and
 - 4.2.2. the provisions that survive termination of this Agreement, including, but not limited to Paragraph 3.2, Section 5, Section 10 and Section 11.

5. INDEMNIFICATION. Henricks agrees to indemnify, defend, and hold harmless District and its elective or appointive boards, officers, agents, independent contractors, volunteers, and employees from all losses, costs, and expense arising out of any claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of Henricks, her subcontractors, or those of any of Henricks' officers, agents, or employees, whether such act is authorized by this Agreement or not; and Henricks shall pay for any and all damages to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises. Henricks shall agree to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

6. INSURANCE REQUIREMENTS. Henricks shall maintain automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$100,000 property damage, \$300,000/\$500,000 bodily injury, or death for any accident or occurrence. Henricks will provide District with proof of insurance coverage. Proof of insurance coverage shall be filed with the District on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with the District at all times during the term of this Agreement.

7. INDEPENDENT CONTRACTOR. Henricks, in the performance of the work and Services under this Agreement, shall act as and be an independent contractor and not an agent or employee of District. As an independent contractor, Henricks will be solely responsible for determining the means and methods of performing the Services described in Exhibit A. Additionally, as an independent contractor, Henricks shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Henricks receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. Henricks shall not be eligible for benefits and shall receive no compensation from District except as expressly set forth in this Agreement. Henricks shall be responsible for payments of all taxes due as a result of her compensation under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement.

8. COMPLIANCE WITH LAW. Henricks agrees to perform the Services contemplated by this Agreement with that standard of professional care, skill, and diligence normally provided in the performance of similar Services and in compliance with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments governing the Services to be rendered pursuant to this Agreement.

9. OWNERSHIP OF WORK PRODUCT. All reports, documents or other materials received by Henricks shall be and remain the property of District without restriction or limitation on their use. Henricks shall provide District with the originals (or copies, if no originals exist) of these items upon demand or upon termination of this Agreement. Except as specifically authorized by the District in writing, all materials produced under this Agreement shall be the property of the District to reproduce, distribute, modify and use in any manner desired by the District.

10. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in Paragraph 9 (Ownership of Work), above, submitted to Henricks in connection with the performance of the Agreement shall be held confidential by Henricks. Such materials shall not, without the prior written consent of District, be used by Henricks for any purposes other than the performance of the Services. Nor shall such material be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to which is otherwise known to Henricks or is generally known, or becomes known, to the related industry shall be deemed confidential. Henricks shall not use District's name or insignia, or photographs in any magazine, trade paper, newspaper, television or radio production or other similar medium without District's prior written consent. This paragraph shall survive termination of the Agreement

11. CONFLICT OF INTEREST AND REPORTING. Henricks covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services to be performed by Henricks under this Agreement, or which would conflict in any manner with the performance of its Services hereunder. Henricks further covenants that, in

performance of this Agreement, no person having any such interest shall be employed by her. Furthermore, Henricks shall avoid the appearance of having any interest which would conflict in any manner with the performance of its Services pursuant to this Agreement. Nothing in this section shall, however, preclude Henricks from accepting other engagements with the District.

12. WORKERS' COMPENSATION. The Parties understand that District shall not obtain workers' compensation insurance on behalf of Henricks, her employees or contract personnel, if any. Henricks shall fully comply with the workers' compensation law regarding Henricks and Henricks' employees, if any. Henricks further agrees to indemnify and hold the District harmless from any failure of Henricks to comply with applicable workers' compensation laws.

13. UNEMPLOYMENT COMPENSATION. The Parties understand that the District shall make no state or federal unemployment compensation payments on behalf of Henricks or her employees or contract personnel, if any.

14. NOTICES. All notices shall be in writing and delivered personally, or by U.S. mail, postage prepaid, via first class mail to the addresses listed below.

If to Henricks: Sarah Henricks
821 Taraval Street, C
San Francisco, CA 94116

If to District: General Manager
Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA 94023

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail.

15. NO ASSIGNMENT WITHOUT PRIOR WRITTEN CONSENT. The Parties agree that the experience of Henricks is a material consideration for this Agreement. Henricks shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Henricks' obligations hereunder, without the prior written consent of District, and any attempt by Henricks hereunder, without the prior written consent of District, any attempt by Henricks to do so shall be void and of no effect and a breach of this Agreement.

16. COOPERATION. In the event any claim or action is brought against the District relating to Hendricks' performance or Services under this Agreement, Henricks shall render any reasonable assistance and cooperation which District might require. Henricks will be compensated for any time spent rendering reasonable assistance and cooperation to the District under this Section at her hourly rate as set out in Exhibit B.

17. MODIFICATION. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived only by subsequent mutual written agreement executed by District and Henricks.

18. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.

19. WAIVER. The waiver by either party of any breach or violation of any provision of this Agreement by the other party shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

20. SEVERABILITY. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain in full effect.

21. SUCCESSORS. This Agreement is binding on successors, legal representatives, and assigns.

22. VENUE. In the event that suit shall be brought by either party hereunder, the Parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, California.

23. ATTORNEYS' FEES. In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorneys' fees and other costs incurred in addition to any other relief to which the successful party may be entitled.

24. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement may be executed by way of facsimile or electronic signature.

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IN WITNESS WHERETO, the Parties hereto have executed this Agreement on the date and year shown below.

ATTEST:

LOS ALTOS HILLS COUNTY
FIRE DISTRICT:

District Clerk, Cori Vargas

By: _____
Board President, Mark Warren

Consulting Services Independent Contractor:

/S/

Sarah Henricks

EXHIBIT A
SCOPE OF CONSULTING SERVICES AS PART-TIME INDEPENDENT
CONSULTANT FOR SPECIAL PROJECTS SERVICES CONSULTING
LOS ALTOS HILLS COUNTY FIRE DISTRICT

Henricks will provide consulting services for Special Projects Services Consulting as follows:

1. Apply analytical, organizational, outreach and communication skills to support Special Projects and the District Team efforts; develop administrative processes and collateral materials for District Special Projects those Projects under development and District initiatives. Examples include;
 - a. Coordinate and facilitate efforts for the 2020-2025 Strategic Plan Initiative that includes; coordination with retained consulting firm, organization and public outreach for community meetings, development of collateral materials, development of surveys and evaluative materials for the community, coordination of subcommittee meetings related to the Strategic Plan Initiative; assistance with Strategic Plan development
 - b. Analysis of collected comparative data from the District Brush Chipping Program and Pilot Project; summary of cost benefits of the various program cost models
 - c. Review and analyze source documents utilized in the management audit report and responses
 - d. Consult on agenda preparation, reports and materials; consult on agenda items with District Clerk, District Legal Counsel, General Manager and staff to ensure timely organization of materials
2. Provide support to District Team and Subcommittees for evaluation and community input and outreach associated with deliverables and conclusion of the 2015-2020 Strategic Plan; coordinate plan development for upcoming 2020-2025 Strategic plan and hosting of public meetings; outreach to stakeholders
3. Consult with District Clerk on the District's records management and retention plan; review returned scanned files and confirm files scheduled for retention and deletion; review digital files for storage and retrieval
4. Consult on District's databases: update residential address database for mailing of brush chipping program
5. Coordinate Risk Management and insurance claims for damaged District property; damaged fire hydrant claims
6. Review and organize District resolutions and ordinances and classify if current or inactive
7. Develop spreadsheets for tracking of insurance COIs (Certificate of Insurance) to determine expiration dates and develop process and forms to requests new COIs
8. Provide support to Commission, Subcommittees and District Team on projects as assigned

EXHIBIT B

COMPENSATION OF THE CONSULTANT FOR SPECIAL PROJECTS SERVICES CONSULTING LOS ALTOS HILLS COUNTY FIRE DISTRICT

Professional Compensation. Henricks' compensation for Services set out in Exhibit A attached hereto shall be fifty-five dollars (\$55.00) per hour and generally will not exceed twenty (20) hours per week. Hours worked over twenty (20) hours per week must receive prior approval from the General Manager. Henricks will record projects and assignments; dates and time spend performing the duties of a Consultant for Special Projects Services Consulting on a District provided form and submit the form on the 15th and last day of each month to the General Manager.

Henricks' compensation may be adjusted by mutual agreement between Henricks and upon a majority vote of the District Board at any time, and if adjusted, a revised Exhibit B will be signed and dated by both Parties and attached to this Agreement.