



**INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING SERVICES FOR SUPPORT OF THE
DISTRICT CLERK**

This Agreement ("Agreement") is made this 1st day of July 2019, by and between the Los Altos Hills County Fire District ("District") and Jeanne Evilsizer (Evilsizer) 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 to provide additional support to the District Clerk as authorized under Health and Safety Code Section 13861.
- B. Evilsizer 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 1st day of July 2019 through 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 Evilsizer are set out in the Scope of Services ("Services") attached hereto as Exhibit A. Evilsizer 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 Evilsizer accomplishes these Services. Services are provided by Evilsizer on an as-needed basis in mutual agreement with the District Clerk and generally, will not exceed 10 hours per week. If the hours required to perform Services exceed 10 hours in a week, Evilsizer shall first obtain approval from General Manager.

- 2.1. By the mutual consent of Evilsizer and the District Clerk, Evilsizer will provide Consulting Services to support the District Clerk as stated in Exhibit A attached hereto.

3. COMPENSATION. Evilsizer's compensation set out in Exhibit A shall be set out in Exhibit B attached hereto.

3.1. Payment. For all Services performed by Evilsizer 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. Evilsizer shall submit invoices for Services on a form provided by the District's General Manager, J. Logan, to J. Logan on the 15th day and on the last day of the month and shall include descriptions of the work performed. Evilsizer is solely responsible for all tax consequences and obligations related to District's payment to Evilsizer for Services. District shall report such payments to the IRS and will issue Evilsizer a Form 1099 indicating such payments have been made.

3.2. Records of Expense. Evilsizer shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Evilsizer shall keep all such records for at least three (3) years after the date of the Services performed. Evilsizer 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 Evilsizer'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. Evilsizer 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 Evilsizer, her subcontractors, or those of any of Evilsizer's officers, agents, or employees, whether such act is authorized by this Agreement or not; and Evilsizer 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. Evilsizer 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. Evilsizer shall maintain automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$100,000 property damage, \$250,000/\$500,000 bodily injury, or death for any accident or occurrence. Evilsizer 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. Evilsizer, 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, Evilsizer will be solely responsible for determining the means and methods of performing the Services described in Exhibit A. Additionally, as an independent contractor, Evilsizer shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Evilsizer receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. Evilsizer shall not be eligible for benefits and shall receive no compensation from District except as expressly set forth in this Agreement. Evilsizer 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. Evilsizer 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 Evilsizer shall be and remain the property of District without restriction or limitation on their use. Evilsizer 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 Evilsizer in connection with the performance of the Agreement shall be held confidential by Evilsizer. Such materials shall not, without the prior written consent of District, be used by Evilsizer for any purposes other than the performance of the. Nor shall such material be disclosed to any person or entity not connected with

the performance of the Services. Nothing furnished to Evilsizer which is otherwise known to Evilsizer or is generally known, or becomes known, to the related industry shall be deemed confidential. Evilsizer 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. Evilsizer 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 Evilsizer under this Agreement, or which would conflict in any manner with the performance of its Services hereunder. Evilsizer further covenants that, in performance of this Agreement, no person having any such interest shall be employed by her. Furthermore, Evilsizer 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 Evilsizer from accepting other engagements with the District.

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

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 Evilsizer is a material consideration for this Agreement. Evilsizer shall

not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Evilsizer's obligations hereunder, without the prior written consent of District, and any attempt by Evilsizer hereunder, without the prior written consent of District, any attempt by Evilsizer 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 Evilsizer's performance or Services under this Agreement, Evilsizer shall render any reasonable assistance and cooperation which District might require. Evilsizer 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 Evilsizer.

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.

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 Secretary

By: _____
President

Consulting Services Independent Contractor:

Ms. Jeanne Evilsizer

EXHIBIT A

SCOPE OF CONSULTING SERVICES AS INDEPENDENT CONTRACTOR TO SUPPORT THE DISTRICT CLERK LOS ALTOS HILLS COUNTY FIRE DISTRICT

By mutual consent of Evilsizer and the District Clerk, Evilsizer will provide Consulting Services to support the District Clerk for:

1. Guidance and knowledge transfer;
2. Review of scheduled items to be included on monthly Commission meeting agendas;
3. Composition and review of meeting minutes;
4. Responses to residents and questions from the public;
5. Research and production of Public Records Act requests;
6. Agenda and packet preparation and distribution;
7. Production or preparation of spreadsheets and related documents for District's programs, including the District's Tree Removal Program and Brush and Wood Chipping;
8. Production of documents and responses related to the current Management Audit;
9. Administration of the FY2019/2020 Budget and related reports;
10. Organization of records for the District's scanning and indexing project;
11. Support to the District Clerk by advising about documents, reports, communications, public responses, updates to Fire District website content, and
12. Other tasks and information as needed

Evilsizer will not be performing the functions enumerated above, but may assist, and will be providing guidance, support and training to the District Clerk.

EXHIBIT B

COMPENSATION OF THE CONSULTANT TO SUPPORT THE DISTRICT CLERK LOS ALTOS HILLS COUNTY FIRE DISTRICT

Professional Compensation. Evilsizer's compensation for Services set out in Exhibit A attached hereto shall be seventy-five dollars (\$75.00) per hour on an as-needed basis and generally will not exceed ten (10) hours per week. Hours worked over ten (10) hours per week must receive prior approval from the General Manager.

Evilsizer's compensation may be adjusted by mutual agreement between Evilsizer 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.

