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CONTRACT FOR ARBORIST SERVICES

THIS CONTRACT is made and entered into this 19th day of June, 2018, by and between the Los Altos Hills County Fire District, ("District") and Kielty Arborist Services ("Consultant")(collectively, "Parties").

RECITALS

A. District desires to retain the professional arborist services of Consultant as an independent contractor to provide Certified Arborist Services to the District.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE AND LEVEL OF SERVICES. Consultant, as a Certified Arborist, will be available upon request of the District Fire Consultant, or its designee:

1.1 Review the Site Assessment Spreadsheets submitted by the tree removal contractor to determine eligibility for the program whether all necessary information has been provided. Trees eligible for removal shall be at least eight inches (8") in trunk diameter measured at a point four (4) feet above the ground. The information provided by the tree removal contractor, shall include, but not be limited to, information concerning each tree, including, but not limited to, the fire risk, falling risk, type of tree, location, which cost category the tree falls into, or specific pricing for the tree if it cannot be priced per the pricing matrix, whether a permit is required, and an approximate timeline to remove the tree has been provided. The Consultant and the District's Fire Consultant shall review the submissions and shall either authorize the work in writing, request additional information, propose different pricing or reject the tree as not qualified for the tree removal program. Consultant shall prepare written reports in a format to be agreed upon by the Consultant, Fire Consultant and Board President.

1.2 Consultant shall help the District set the price for removal of any tree To help set prices.

At the direction of the District's Fire Consultant or its designee, Consultant shall review the submissions for payment submitted by the tree removal contractor. Consultant's responsibilities, shall include, but not be limited to, confirming that the work has been satisfactorily completed, that all of the required information has been submitted, and confirming that the work has been accurately billed.

2. TIME OF PERFORMANCE. The services shall be performed on a timely and regular basis. Consultant shall comply with the turnaround times set forth by the District's Fire Consultant or its designee. Consultant understands that the timely completion of the tasks set forth in 1.1 and 1.3 is essential for the Rolling Tree Removal to be successful.

3. STANDARD OF PERFORMANCE. As a material inducement to the District to enter into this Contract, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Contract. Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession and in a manner reasonably satisfactory to the District. Consultant hereby covenants that it shall follow professional standards in performing all services required hereunder and will perform the services to a standard of reasonable professional care.

4. COMPLIANCE WITH LAW. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the District, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

5. TERM. This Contract is effective on the date set forth in the initial paragraph of this Contract and shall remain in effect until June 30, 2019, unless earlier terminated pursuant to Section 16, below.

6. COMPENSATION. The District agrees to compensate Consultant for its services on an hourly basis according to the fee schedule set forth in Exhibit A. Notwithstanding the above the total amount of compensation on this contract shall not exceed Fifty Thousand Dollars (\$50,000).

7. METHOD OF PAYMENT. Consultant shall invoice the District for work performed once a month. Consultant shall document the hours it spends and provide written backup/evidence of the work it has performed. Payments to Consultant by District shall be made within thirty (30) days after receipt by District of Consultant's itemized invoices.

8. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Contract. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Contract. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any

manner employees of the District. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Contract, 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 Contract. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the District harmless from any failure of Consultant to comply with applicable worker's compensation laws. The District shall not have the right to offset against the amount of any fees due to Consultant under this Contract any amount due to District from Consultant as a result of Consultant's failure to promptly pay the District any reimbursement or indemnification arising under this Section.

9. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the District. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Contract are deemed confidential and shall not be disclosed by Consultant without written authorization by the District. The District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to the District upon the termination of this Contract. Consultant's covenant under this Section shall survive the termination of this Contract.

10. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Contract shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District.

11. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Contract, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Contract. Consultant agrees not to accept any employment or representation during the term of this Contract which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Contract. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the District.

12. ASSIGNABILITY; SUBCONTRACTING. The parties agree that the expertise and experience of Consultant are material considerations for this Contract. Consultant shall not assign, transfer, or subcontract any interest in this Contract, nor the performance of any of Consultant's obligations hereunder, without the prior written

