

**RESOLUTION NO. 19-16**

**RESOLUTION OF THE LOS ALTOS HILLS  
COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF  
AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE  
DISTRICT AND CORRINE VARGAS, AN INDIVIDUAL, TO  
PROVIDE TEMPORARY SERVICES TO THE DISTRICT,  
INCLUDING DISTRICT CLERK AND GENERAL SERVICES**

**WHEREAS**, the current District Clerk, who has serviced the Los Altos Hills County Fire District (“District”) for more than thirty-eight (38) years and maintains much of the District’s institutional knowledge, will retire at the end of Fiscal Year 2018/2019 (June 30, 2019); and

**WHEREAS**, before the District Clerk retires, the District desires that she pass along her knowledge and experience so that the District may continue to run effectively and efficiently; and

**WHEREAS**, the District plans to hire an employee to fill the position of District Clerk and provide general services; and

**WHEREAS**, practical considerations make it difficult for the District to hire a replacement in time to be properly trained before the District Clerk retires on June 30, 2019; and

**WHEREAS**, Corrine Vargas has a working knowledge of the District and its processes as she has provided Professional Financial Consulting services to the District since 2008; and

**WHEREAS**, the District desires to retain Corrine Vargas to provide temporary District Clerk and general services as set forth in the Agreement between the Los Altos Hills County Fire District and Corrine Vargas, an individual, to provide Temporary Services to the District, Including District Clerk and General Services (“Agreement”) 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 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 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 21st day of May 2019.

By:

\_\_\_\_\_  
Mark Warren, Board President

**ATTEST:**

\_\_\_\_\_  
District Clerk

## Exhibit A



### **AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND CORINNE VARGAS, AN INDIVIDUAL, TO PROVIDE TEMPORARY SERVICES TO THE DISTRICT, INCLUDING DISTRICT CLERK AND GENERAL SERVICES**

THIS AGREEMENT is made and entered into on the 21<sup>st</sup> day of May, 2019, by and between the LOS ALTOS HILLS COUNTY FIRE DISTRICT, a Fire Protection District ("District"), and CORINNE VARGAS, an individual ("Consultant").

#### **RECITALS**

- A. Whereas**, the current District Clerk, who has served the District for more than thirty-eight (38) years and maintains much of the District's institutional knowledge, will retire at the end of Fiscal Year 2018/2019 (June 30, 2019); and
- B. Whereas**, before the District Clerk retires, the District desires that she pass along her knowledge and experience so that the District may continue to run effectively and efficiently; and
- C. Whereas**, the District plans to hire an employee to fill the position of District Clerk and provide general services. Practical considerations make it difficult for the District to hire a replacement in time to be properly trained before June 30, 2019; and
- D. Whereas**, Consultant has a working knowledge of the District and its processes as she has provided Professional Financial Consultant services to the District since 2008; and
- E. Whereas**, District desires to retain Consultant to provide temporary District Clerk and general services under the terms and conditions set forth in this Agreement until the District completes the process of hiring an employee fill the positions of the District Clerk; and
- F. Whereas**, Consultant is an independent consultant providing a temporary service to the District under this Agreement, while Consultant continues to provide Professional Financial Services to the District under separate agreement.

**Now, therefore**, in consideration of their mutual covenants, conditions and promises identified herein, the parties mutually agree as follows:

1. SCOPE OF SERVICES. Consultant shall assist the District Clerk in the scope of her duties, and after June 30, 2019, Consultant shall cover her duties and provide general services until the District hires a replacement(s) ("Services"). Consultant is expected to provide Services under this Agreement that will total approximately twenty (20) hours per week.

2. TERM. The Term of this Agreement shall commence on May 22, 2019, and terminate on September 30, 2019 or the date that the new District Clerk commences work at the District, whichever date is later. The Parties may renew this Agreement for a period of time to be determined by the Parties, on the same terms and conditions set forth herein, or as may otherwise be agreed upon in writing by the Parties.

3. COMPENSATION. Consultant's compensation for Services shall be at a rate of \$45.00 per hour.

3.1 Payment. For all Services performed by Consultant under this Agreement, payment shall be made by the District in accordance with the Santa Clara County Payroll department schedule upon submittal by District of invoice for Services. Consultant shall submit detailed invoices on a form provided by the District's General Manager for Services to the District's General Manager, J. Logan on the last day of the month and shall include descriptions of the work performed and number of hours worked in one quarter (1/4) hour increments. Consultant is solely responsible for all tax consequences and obligations related to District's payments to Consultant for the Services. District shall report such payments to the IRS and will issue Consultant a Form 1099 indicating such payments have been made.

3.2 Record of Expense. Consultant shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Consultant shall keep records for at least three (3) years after the date of the Services performed. Consultant understands that the Public Records Act may apply to documents created under this Agreement and agrees to assist the District in responding to Public Records Act Requests at no cost to the District. This section shall survive termination of this Agreement.

4. OWNERSHIP OF WORK. All reports, documents or other materials developed, discovered, or received by Consultant shall be and remain the property of District without restriction or limitation on their use. Consultant shall provide District with the originals (or copies, if no originals exist) of these items upon demand or upon termination of this Agreement.

5. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in Paragraph 4 (Ownership of Work), above, submitted to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant 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 Consultant which is otherwise known to Consultant or is generally known, or becomes known, to the related industry shall be deemed confidential. Consultant 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.

6. PUBLICATION. Except as necessary for the performance of the Services, no copies, sketches or graphs of materials, including graphic artwork, which are prepared pursuant to this Agreement shall be released by Consultant to any other person or agency without prior written approval of District. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by District, unless otherwise provided by written agreement between the Parties.

7. COMPLIANCE WITH LAW. Consultant shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including Cal/OSHA requirements. Consultant represents to District that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for Consultant to perform Services under this Agreement.

8. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance as described in Exhibit A against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of those Services by the Consultant, its agents, representatives, employees or subcontractors.

9. RELATIONSHIP BETWEEN THE PARTIES. 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 Agreement. 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 Agreement. 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 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.

10. WORKERS' COMPENSATION. The Parties understand that District shall not obtain workers' compensation insurance on behalf of Consultant or her employees or contract personnel, if any. Consultant shall fully comply with the workers' 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 workers' compensation laws.

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

12. INDEMNIFICATION.

12.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

12.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, representatives, agents and volunteers harmless from any and all liabilities, including without limitation all Claims that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, assistants, subcontractors, employees or agents in connection with the performance of Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.

12.3 The District does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. These hold harmless and indemnification provisions shall apply

regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12.4 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, the District Board of Commissioners, members of the District Board of Commissioners, its employees, or authorized volunteers.

12.5 Consultant's obligations to indemnify set forth in Section 12 shall survive termination of the Agreement.

13. COOPERATION. In the event any claim or action is brought against the District relating to Consultant's performance or Services under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require. This paragraph shall survive termination of the Agreement.

14. TERMINATION OF AGREEMENT. Notwithstanding any other provision of this Agreement, the District may terminate this Agreement without cause at any time upon giving fifteen (15) days written notice to Consultant. In the event of such a termination, Consultant shall be entitled to any compensation owed for Services rendered up to the effective date of termination.

15. MAINTENANCE OF RECORDS. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by District.

16. CONSULTANT'S BOOKS & RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services, supplies, materials, or equipment provided to District for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Consultant shall maintain complete and accurate records with respect to costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow an authorized representative of District, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other such evidence or information they may require with respect to any expense or disbursement charged by the Consultant. Consultant shall allow inspection by District of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement. Consultant understands that the Public Records Act may apply to documents created under this Agreement and Consultant covenants and agrees to assist District in responding to Public Record Act Requests at no additional cost to District. This Section 16 (Consultant's Books & Records) shall survive the termination of the Agreement.

17. CONFLICT OF INTEREST AND REPORTING. 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 Agreement, or which would conflict in any manner with the performance of its Services hereunder. Consultant further covenants that, in performance of this Agreement, 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 Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement 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 Contactor has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the District.

18. WRITTEN NOTIFICATION.

**DISTRICT:**

Los Altos Hills County Fire District  
J. Logan, General Manager  
P.O. Box 1766  
Los Altos, CA 94023-1766

**CONSULTANT:**

Corinne Vargas  
c/o Vargas Company  
601 N. First Street  
San Jose, CA 95112

19. PARTIAL INVALIDITY. If any provision of this Agreement is held by a Court of competent jurisdiction, or an arbitrator, if arbitration is agreed to by the parties, to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

21. NO IMPLIED WAIVERS. The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

22. ASSIGNMENT. The parties recognize that a substantial inducement to District for entering into this Agreement is the professional reputation, experience and competence of Consultant. Consultant, therefore, shall not assign, delegate, nor



transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of District. Any assignment of any right or obligation or subcontracting of any work without District consent shall be void and of no effect.

23. NONDISCRIMINATION. Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

24. DEFAULT. In the event Consultant fails to provide the Services set forth in this Agreement due to the fault of Consultant or in any other manner breaches an essential term of this Agreement, District shall have the right to immediately terminate this Agreement and either do the work itself or hire an outside contractor to perform the Services.

25. DISTRICT'S RIGHT TO EMPLOY OTHER CONSULTANTS. District reserves its right to employ other consultants in connection with the Services to be performed under this Agreement or other projects.

26. 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, San Jose, California.

27. CONSTRUCTION. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

28. AMENDMENT. This Agreement and its Exhibits constitute the complete and exclusive statement of the Agreement for the Services set forth to District and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.

29. INTEGRATION. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Consultant for District and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding, except that this Agreement in no way alters, amends, modifies or affects the Agreement for Professional Financial Services between the District and Vargas Company, dated May 1, 2017. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.

30. 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, whereof**, the District and Consultant have executed this Agreement as of the date first above written.

**LOS ALTOS HILLS COUNTY  
FIRE DISTRICT:**

**CONSULTANT:**

By: \_\_\_\_\_  
President, Mark Warren

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact number: \_\_\_\_\_

Social Security or I.R.S. Number

ATTEST:

\_\_\_\_\_  
District Clerk

## EXHIBIT A

### INSURANCE REQUIREMENTS

Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **General Manager, Los Altos Hills County Fire District (DISTRICT), P.O. Box 1766, Los Altos, CA 94023-1766.**

#### Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate per** occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
  - a. Bodily Injury and Property Damage
  - b. Personal Injury/Advertising Injury
  - c. Premises/Operations Liability
  - d. Products/Completed Operations Liability
  - e. Aggregate Limits that Apply per Project
  - f. Explosion, Collapse and Underground (UCX) exclusion deleted
  - g. Contractual Liability with respect to this Agreement
  - h. Broad Form Property Damage
  - i. Independent Contractor Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement Consultant shall maintain insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the District's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the District. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. District shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. If Consultant maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, Consultant requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to District.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to District.

**Waiver of Subrogation.** Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect

this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by District. District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District.

**Claims Made Policies.** If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of Services.
8. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the Services.*
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of Services.

**Verification of Coverage.** Consultant shall furnish District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances.** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.