



INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING SERVICES FOR GENERAL ANALYST

This Agreement (“Agreement”) is made this 18th day of September 2019, by and between the Los Altos Hills County Fire District (“District”) and Julie Smiley (Smiley) 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 General Analyst services to provide additional support to District programs, projects, initiative, goals and staff as authorized under Health and Safety Code Section 13861.
- B. Smiley 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 18st day of September 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 Smiley are set out in the Scope of Services (“Services”) attached hereto as Exhibit A. Smiley 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 Smiley accomplishes these Services. Services are provided by Smiley on an as-needed basis in mutual agreement with the District Clerk and generally, will not exceed 20 hours per week. If the hours required to perform Services exceed 20 hours in a week, Smiley shall first obtain approval from General Manager.

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

- 3.1. Payment. For all Services performed by Smiley 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. Smiley 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. Smiley is solely responsible for all tax consequences and obligations related to District's payment to Smiley for Services. District shall report such payments to the IRS and will issue Smiley a Form 1099 indicating such payments have been made.

3.2 Records of Expense. Smiley shall keep accurate records of work performed and expenses incurred. These records shall be made available to District upon request. Smiley shall keep all such records for at least three (3) years after the date of the Services performed. Smiley 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 Smiley'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. Smiley 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 Smiley, her subcontractors, or those of any of Smiley's officers, agents, or employees, whether such act is authorized by this Agreement or not; and Smiley 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. Smiley 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. Smiley 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. Smiley 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. Smiley, 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, Smiley will be solely responsible for determining the means and methods of performing the Services described in Exhibit A. Additionally, as an independent contractor, Smiley shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Smiley receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. Smiley shall not be eligible for benefits and shall receive no compensation from District except as expressly set forth in this Agreement. Smiley 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. Smiley 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 Smiley shall be and remain the property of District without restriction or limitation on their use. Smiley 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 Smiley in connection with the performance of the Agreement shall be held confidential by Smiley. Such materials shall not, without the prior written consent of District, be used by Smiley 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 Smiley which is otherwise known to Smiley or is generally known, or becomes known, to the related industry shall be deemed confidential. Smiley 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. Smiley 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 Smiley under this Agreement, or which would conflict in any manner with the performance of its Services hereunder. Smiley further covenants that, in performance of this Agreement, no person having any such interest shall be employed by her. Furthermore, Smiley 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 Smiley from accepting other engagements with the District.

12. WORKERS' COMPENSATION. The Parties understand that District shall not obtain workers' compensation insurance on behalf of Smiley, her employees or contract personnel, if any. Smiley shall fully comply with the workers' compensation law regarding Smiley and Smiley's employees, if any. Smiley further agrees to indemnify and hold the District harmless from any failure of Smiley 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 Smiley 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 Smiley:	Ms. Julie Smiley Redacted
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 Smiley is a material consideration for this Agreement. Smiley shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Smiley's obligations hereunder, without the prior written consent of District, and any attempt by Smiley hereunder, without the prior written consent of District, any attempt by Smiley 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 Smiley's performance or Services under this Agreement, Smiley shall render any reasonable assistance and cooperation which District might require. Smiley 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 Smiley.

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:

Interim District Clerk, Cori Vargas

By: _____
Board President, Mark Warren

Consulting Services Independent Contractor:

Ms. Julie Smiley

EXHIBIT A

SCOPE OF CONSULTING SERVICES AS PART-TIME INDEPENDENT CONSULTANT GENERAL ANALYST LOS ALTOS HILLS COUNTY FIRE DISTRICT

Ms. Smiley will provide Consulting Services as General Analyst as follows:

1. Apply analytical, organizational, outreach and communication skills to support District Team efforts and develop collateral materials for current District programs, those programs under development, initiatives, and annual administrative activities. Examples include;
 - a. Formulate descriptions, flyers, posting on the District website of upcoming District projects, current events, public announcements, links to information and agencies regarding emergencies and emergency preparedness;
 - b. Review and refresh the District website monthly; post content, check links, and coordinate website updates with the District Clerk and webmaster; recommend improvements to make the website appealing, a source of information to the public and drive users to the website for emergency information and updates on District programs;
 - c. Support outreach and education to residents and public on District Fuel Reduction Program that includes tree removal and brush chipping within the Community Wildfire Prevention Plan Addendum and recommended Fuel Reduction Projects, Table 4.1 – 4.4;
 - d. Take a major role working with the Strategic Plan subcommittee to develop and write and publish the annual 2019 Community Report provided by the District to residents and public;
 - e. Lead efforts for media, press and public outreach communications; development and distribution of public relations materials in coordination with District Team and subcommittees; examples include:
 - i. Preparation of materials and content to be displayed at the Los Altos History Museum Exhibit titled *Our Community Prepares: Acts of Nature Then and Now*;
 - ii. Organization of photo files for use in public outreach materials; coordinate photography of local events that involve the District with resident photographers;
 - iii. Preparation of District displays on emergency preparedness and District fire prevention and protection programs at local events such as the Farmers' Market, Fun Runs, Town activities, community events;
2. Provide support to District Team and subcommittees to enable greater progress and community input and outreach associated with deliverables of the 2015-2020 Strategic Plan and development of the upcoming 2020-2025 Strategic plan and hosting of public meetings;
3. Provide support to the District Team and subcommittees on the annual budget preparation
4. Order and deliver tree removal and brush chipping resident cards for bulk mailing to the mailing company;
5. Prepare new street address amendments for bulk mailing company;
6. Provide support to Commission, subcommittees and District Team as General Analyst on projects as assigned.

EXHIBIT B

COMPENSATION OF THE CONSULTANT GENERAL ANALYST LOS ALTOS HILLS COUNTY FIRE DISTRICT

Professional Compensation. Smiley's compensation for Services set out in Exhibit A attached hereto shall be fifty dollars (\$50.00) 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. Smiley will record projects and assignments; dates and time spend performing the duties of General Analyst on a District provided timecard and submit timecards on the 15th and last day of each month to the General Manager.

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