

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 23rd day of May 2019 by and between the Coastside Fire Protection District hereinafter called "DISTRICT" and Josh Hutchins, JC HUTCHINS CONSTRUCTION, INC. hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to render certain services to the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT, has submitted a low bid to do so, and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONSULTANT under this Agreement are weed abatement services specifically described as follows:
 - a. Services and Service Area. Mowing of seasonal weeds and grasses to a height not to exceed four inches on properties to be determined and identified by the DISTRICT.
 - b. Field Inspection. All properties shall be inspected by the DISTRICT after mowing has taken place. In the event that the DISTRICT deems the mowing unsatisfactory, CONSULTANT shall remove the properties deemed unsatisfactory. Removing shall be at CONSULTANT's expense. The DISTRICT shall again inspect the properties after removing.
 - c. Equipment. CONSULTANT shall use a mechanical mower. Under no circumstances shall the CONSULTANT utilize a disking device.
 - d. Performance of the work specified hereby is made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

2. Term; Termination.

- a. The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT or by December 31, 2019, whichever shall occur first.
- b. Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rate of One Hundred Fifty Dollars (\$150.00) per hour during the time of the performance of said services.

Upon satisfactory completion of the services required hereunder, CONSULTANT shall submit an invoice to the DISTRICT specifically detailing the services rendered, the hours expended per parcel with APN number reference, and the total amount of compensation due based upon actual time spent mowing each parcel. The invoice shall be paid by the DISTRICT within thirty (30) days of its approval.

4. Additional Services. In the event DISTRICT desires the performance of additional services, such services shall be authorized in advance of the performance thereof by the DISTRICT. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONSULTANT shall keep and maintain accurate records of all time expended relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
9. Schedule. CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.
10. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless Coastside Fire Protection District, its Boards, officers, and employees, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees and agents to the extent caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify DISTRICT, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code. CONSULTANT shall have no obligation to indemnify for any wrongful or

negligent acts, errors or omissions of others, including the active or passive negligence of any of the above indemnities.

11. Insurance. CONSULTANT shall acquire and maintain workers' compensation, employer's liability, commercial general liability, owned, non-owned and hired automobile liability, and coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT's Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, CONSULTANT shall, on the forms provided in Exhibit A, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a. Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after DISTRICT shall have received written notification of cancellation or reduction in coverage by first class mail;
- b. Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except

with respect to the limits of the insurer's liability (cross liability endorsement);

- c. Naming the DISTRICT, its Board, officers, employees, and agents, as additional insureds; and
 - d. Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to DISTRICT, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.
12. Workers' Compensation. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this Agreement.
13. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
14. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019
Attention: Fire Chief

CONSULTANT: Josh Hutchins
JC Hutchins Construction, Inc.
P.O. Box 510
El Granada, CA 94018

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Use of Subcontractors. CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT. CONSULTANT shall be solely responsible for reimbursing any subcontractors, and the DISTRICT shall have no obligation to them.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: _____

Gary Burke, President of the Board

ATTEST:

Dated: _____

APPROVED AS TO FORM

Dated: _____

Jean B. Savaree, District General Counsel

CONSULTANT

Dated: _____

Josh Hutchins, JC Hutchins Construction, Inc.

EXHIBIT A

INSURANCE FORMS

CONSULTANT shall provide Certificates of Insurance and original Endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached forms.

ATTACHED:

1. Certificate of Insurance
2. General Liability Endorsement
3. Automobile Liability Endorsement