

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) dated as of November 10, 2022 is between the Frazier Park Public Utility District (the “District”), and Deborah Angel (“Contractor”), an individual. The District and Contractor agree to the following:

1. Term. This Agreement shall become effective on November 10, 2022 (“Effective Date”), and continue until November 9, 2023 or until earlier terminated by either party in accordance with Section 5, 6 or 7 hereunder. The term of this Agreement can be extended upon written notice by the District within a thirty (30) day period of the termination date if mutual interest exists between both the District and Contractor.

2. Scope of Services.
 - (a) Services. Contractor shall perform Services as directed by the District Board of Directors (the “Board”), including those Services listed in **Exhibit “A”** attached hereto and incorporated herein.
 - (b) Reports. The Contractor shall prepare and submit to the Board at least three (3) business days prior to each Board meeting, a detailed written report sufficient to fully inform the Board as to each of Contractor’s Services listed in Exhibit “A”, including a succinct summary of all the Services performed by the Contractor during the prior reporting period, the current status of each assignment, and any future scheduled events.
 - (c) Independent Contractor. Contractor will act as an independent Contractor of the District in the performance of his duties under this Agreement. The Contractor will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Contractor’s Services for the District. Contractor further agrees to defend, indemnify, and hold the District harmless as to any claims or causes of action related to the payment of any federal, state, and local taxes. Nothing contained in this Agreement shall constitute or be deemed to create between the District and Contractor the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Contractor and District created herein shall be that of an independent Contractor. Contractor is not authorized to enter into or commit District to any agreements, and Contractor shall not represent himself as the agent or representative of District.
 - (d) Non-exclusivity. Nothing contained in this Agreement shall limit the ability of Contractor to perform the same or similar duties listed hereunder for any other company, entity, or organization so long as such duties do not create a conflict of interest for the Contractor.

(e) License. Contractor owns and operates her own bookkeeping service Deborah Angel Bookkeeping Service separate and apart from her services for the District. In connection with her operating Deborah Angel Bookkeeping Service, Contractor maintains her own business license.

3. Compensation.

(a) Hourly Rate. The District shall pay Contractor the hourly rate of \$50.00 per hour for all time actually taken to render Services to the District, provided the total compensation owing to Contractor by District shall not exceed \$2,500.00 in a single month without the written approval of the District given to Contractor prior to the performance of any such Services by Contractor.

(b) Expenses. The District shall reimburse Contractor for reasonable and necessary travel and other business expenses incurred by Contractor in the performance of the Services specified and in accordance with the District's policies, as they may be amended by the District in its sole discretion.

(c) Benefits. The Contractor shall receive no employee benefits or other compensation from the District under this Agreement.

4. Monthly Statements. Not later than the first day of each month, Contractor shall prepare and submit to the District's Directors, a written statement summarizing the Services performed by Contractor, the hours taken to render the Services, and any reimbursable expenses, attaching all receipts and other supporting documentation. The District shall pay the Contractor all compensation approved by the Directors within thirty (30) days of receipt by the District. If the Directors do not approve all or any portion of the Contractor's monthly statement, the District shall promptly notify the Contractor in writing of the basis for such denial.

5. Termination for Cause. The District may terminate this Agreement at any time prior to November 9, 2023 without notice if the Contractor commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects his duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on District's reputation.

6. Termination without Cause. Either party may terminate this Agreement prior to November 9, 2023 without cause by giving the other party fourteen (14) days prior written notice of termination.

7. Termination on Disability. If, at the end of any calendar month during the term of this Agreement, the Contractor is and has been, for the one full calendar month then ending, unable due to mental or physical illness or injury to perform his duties under this

Continued Agreement in his normal and regular manner, this Continued Agreement shall be then terminated.

8. Insurance. During the term of this Agreement, Contractor shall, at Contractor's sole expense, maintain professional liability and/or errors and omissions insurance in the amount of not less than \$1 million for each occurrence with a per annum aggregate limitation of not less than \$3 million. In addition, Contractor shall maintain vehicle liability, and other insurance in a minimum amount as required under California law, as deemed appropriate by the Contractor. Contractor shall also maintain general liability insurance in an amount of not less than \$1 million for each occurrence. Contractor will provide evidence of such coverage upon request. Failure to provide evidence of such coverage upon request shall constitute cause for immediate termination of this Agreement. Contractor shall indemnify and hold harmless District from any claim or cause of action arising out of or in connection with the acts or omissions of the Contractor under this Agreement or with respect to Contractor's business.
9. Warranties and Indemnification.
 - A. The Contractor represents and warrants that following:
 - i) The Services provided hereunder shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and Contractor shall obtain all permits, licenses, or permissions required to comply with such laws, rules or regulations;
 - ii) The materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;
 - iii) The Contractor has full power and authority to enter into and perform its obligations under this agreement; this agreement is a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this agreement will not violate the charter or bylaws of Contractor or any material contract to which it is a party;
 - iv) Contractor will perform the Services in accordance with the specifications established by the District.
 - B. The District represents and warrants that it has full power and authority to enter into and perform its obligations under this agreement; this agreement is a legal, valid and binding obligation of the District, enforceable against it in accordance with its terms

(except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this agreement will not violate the charter or bylaws of the District or any material contract to which it is a party.

- C. The Contractor shall comply with all of the District's standards, rules, procedures, and policies when working on District premises or on a District project, including without limitation (but not limited to), standards relating to harassment, discrimination, violence, and security.
- D. The District shall not be liable for injury, damages, or death occurring to the independent Contractor or any of its employees or other assistance in the course of performing this agreement.
- E. Independent Contractor hereby indemnifies and holds harmless the District, its subsidiaries, and affiliates, and their officers, directors and employees from any damages, claims, liabilities, and costs including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may anyway arise from Services performed by the Contractor hereunder, the work of employees of the Contractor while performing his Services of the Contractor hereunder, or any breach or alleged breach by the Contractor of this agreement, including the warranties set forth herein. The District shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Contractor will cooperate with the District and provide reasonable assistance in defending any such claim.

10. Confidential Information.

- (a) "Confidential Information" means any and all information of a confidential, proprietary or secret nature which is or may be either applicable to, or related in any way to the business, present or future, of the District or business of any customer or client of the District. Confidential Information includes, for example and without limitation, information related to trade secrets, processes, software programs, marketing plans and strategies, methods of doing business, contracts, pricing data, financial data, client lists, customer lists, patient lists and related information, pricing lists and information, accounts payable, accounts receivable, confidential patient information (including accounts payable and receivable in all related account information), business plans, District innovations, concepts, techniques, methods, systems, designs, computer programs, source documentation, formulas, work in progress, forecasts, proposed and future products, suppliers, and any other nonpublic information that has commercial value or any information the District has received from others that the District is obligated to treat as confidential or proprietary. Confidential Information does not include information becomes generally known to

the public through no action of Contractor; that Contractor can show by written evidence either was in the possession of Contractor as of the date of this agreement or was independently developed with the use of any Confidential Information; or that is in rightful possession of Contractor from a third party without restriction.

(b) "Person" means person as defined by Evidence Code section 175.

11. Protection of Confidential Information.

(a) The Contractor acknowledges that the Confidential Information is a special, valuable and unique asset of the District, and agrees at all times to keep in confidence and trust all Confidential Information for so long as it remains proprietary and confidential to the District. Contractor agrees at all times that he will not, and that he will not permit his directors, officers, employees or agents, directly or indirectly, to use any Confidential Information other than in the course of performing his duties under any agreement that may be formed between the District and Contractor. Contractor further agrees that he will not, nor will he permit his directors, officers, employees or agents, directly or indirectly, to disclose any Confidential Information or anything related thereto to any third party without the prior written consent of the District. All Confidential Information that comes into Contractor's possession will remain exclusive property of the District.

(b) If the Contractor is required by law or court order to disclose any Confidential Information, he will promptly notify the District of such requirement and provide The District with a copy of any court order or other law which require such disclosure and, if the District so elects, to the extent legally permissible, afford the District adequate opportunity at its own expense to contest such law or court order or seek a protective order. If the District does not elect to contest or is unsuccessful in contesting such law or court order, Contractor may then disclose the Confidential Information to the extent, and only to the extent, required by such law or court order.

(c) At the District's request, Contractor will promptly and without charge deliver to the District all Confidential Information in his possession or under his control.

12. Non-use of Confidential Information. The Contractor agrees that he will not access or in any other way use the District Confidential Information as described herein, including but not limited to its client and customer list, alone or in concert with others, to directly or indirectly: (a) engage (either as a sole proprietor, owner, partner, member, shareholder, employer, employee, officer, director, Contractor or agent) or contact persons, companies, or entities contained in the Confidential Information for the purpose of

conducting a business relationship in competition with the District; (b) induce any customers of the District with whom Contractor has had contacts or relationships, and directly or indirectly, by way or use of District Confidential Information, to curtail or cancel their business relationship with District; (c) induce, or attempt to influence, any employee of the District to terminate his or her employment. The provisions of subparagraphs (a), (b) and (c) above are separate and distinct commitments independent of the other subparagraphs. Contractor acknowledges that the restrictions set forth in this section do not impose unreasonable restrictions or work a hardship on Contractor are essential to the willingness of the District to conduct business with Contractor and are reasonable as to scope, duration and territory.

13. Remedies. The covenants set forth in sections 9 and 10 are necessarily of special, unique and extraordinary nature and the loss arising from a breach thereof cannot reasonably and adequately be compensated by money damages, as such breach will cause the District to suffer irreparable harm. Accordingly, if the District institutes an action or proceeding to enforce this Agreement, Contractor waives the claim or defense thereto that the District has an adequate remedy at law or has not been or is not being irreparably injured by such breach. Contractor further acknowledges and agrees that the District will be entitled to preliminary and permanent injunctive or other extraordinary relief from a court of competent jurisdiction to restrain the violation or threatened violation of such covenants by Contractor or a person or persons acting for or with Contractor in any capacity. The District will be entitled to such injunctive relief without the necessity of posting a bond or other security. The remedy set forth herein will be cumulative and not in limitation of any other legal remedies available.
14. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to District or Contractor, at the addresses stated below. Notice of change of address shall be effective only when done in accordance with this Section.

District's Notice Address:

Frazier Park Public Utility District

PO Box 1525

Frazier Park, CA 93225

Contractor's Notice Address:

Deborah Angel

PO Box 6224

PMC, CA 93222

15. Integration. This Agreement and Attachments is intended to be the final, complete, and exclusive statement of the terms of Contractor's terms of service to the District. This Agreement supersedes all other prior or contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the Services of Contractor to District, and it may not be contradicted by evidence or any prior or contemporaneous statements or agreements. To the extent the practices, policies, or procedures of District, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
16. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions used for reference purposes only and should not ignored in the interpretation of the Agreement.
17. Miscellaneous
 - a. Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California.
 - b. Amendment. No provision of this Agreement shall be modified nor shall this Agreement be amended except by an instrument duly signed and acknowledged by each of the parties hereto.
 - c. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such clause or provision shall be severed herefrom, and such invalidity or unenforceability shall not affect any other provisions of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if any such clause or provision may be modified so as to be valid or enforceable as a matter of law, then such clause or provision shall be deemed to have been modified so as to be enforceable to the maximum extent permitted by law.
 - d. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This

Agreement may not be assigned by Contractor without the prior written consent of the District.

- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement.
- f. Attorney Fees. If any suit, action, arbitration or proceeding (including any bankruptcy proceeding) is instituted to enforce any of the provisions of this Agreement, the prevailing party will be entitled to recover, in addition to costs and disbursements, its reasonable attorneys fees as determined by any court or arbitrator in which such action or proceeding is tried, heard or decided, including any appeal.
- g. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement.

18. Acknowledgment. Each party acknowledges that he or it has had the opportunity to consult legal counsel in regard to this Agreement, that he or it has read and understands this Agreement, that he or it is fully aware of its legal effect, and that he or it has entered into it freely and voluntarily and based on his or its own judgment and not upon any representations or promises other than those contained in this Agreement

The parties have duly executed this Agreement as of the date first written above.

Deborah Angel Bookkeeping Services

Deborah Angel

Date: 12/7/22

Frazier Park Public Utility District

By: R. [Signature]

Date: 12/7/22

Title: Board President

Exhibit A

Bookkeeping Services including but not limited to the following:

In Person bookkeeping services at the District office during business hours to cut checks, compile reports, file, submit yearly 1099s, consult with auditors, etc. as needed (see below)

Remote attendance at Board meetings via zoom.

Attend a minimum of 2 regular Board meetings per month to give a Financial report and be available for any questions regarding financial concerns.

Attend Special meetings as needed to give a Financial report and be available for any questions regarding financial concerns.

State Fund Audits

JPIA questionnaires or other Financial questionnaires

Work as needed with FPPUD Auditors to facilitate a yearly audit

Work as needed with the Financial Adhoc on Budget, Asset list, and Monthly Financials

Monthly account reconciliations as needed

Accounts Payable needs -

- a. Cut checks, and keep an accurate check detail
- b. Check invoices for accuracy
- c. Place payments accurately into chart of accounts
- d. Gather invoices together for the Board's use two (2) days before each Board meeting with checks, envelopes and stamps ready for AdHoc and Board approval and mailing done at at each Regular Board meeting
- e. Maintain books via Quickbooks
- f. Compile and print monthly Financials including P&L comparisons Three (3) days prior to Regular Monthly Board meeting
- g. Send monthly financials to the auditor via email
- h. Work with the Financial AdHoc a minimum of twice monthly two (2) days prior to each Board meeting to review check detail