PERSONAL SERVICES CONTRACT

This Agreement is entered into by and between the Children and Families First Commission of Ventura County (known as First 5 Ventura County, "F5VC" or "Commission") and Petra Puls ("Contractor"), in consideration of the mutual promises made herein.

RECITALS

A. Proposition 10, an initiative measure enacted by the voters of California, established an excise tax on cigarettes, the proceeds from which are to be expended on promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. A State Children and Families First Commission ("SCFFC") was established to administer the program statewide, and local commissions were authorized to be created by ordinance to administer programs locally.

B. F5VC is the local commission established by ordinance enacted by the Ventura County Board of Supervisors to receive tobacco tax revenues and implement early childhood developmental programs in Ventura County.

C. Contractor represents that it has significant experience relevant to a First 5 commission and a public entity, including executive-level leadership and planning/development/evaluation of early childhood and family strengthening programs to satisfy the needs and objectives of F5VC.

D. F5VC desires to engage Contractor to provide consulting services to support and advise the Commission and its staff during the transition to recruit, select, and onboard a new Executive Director and Contractor desires to furnish such services in accordance with the terms and conditions set forth below.

AGREEMENT

1) **Contractor Services.** Contractor will perform the following consulting services:
   a. Provide technical assistance, transition support, and subject matter expertise, including but not limited to: strategic planning; advisement and recommendations on program implementation, leveraging, sustainability, evaluation, community partnerships, and advocacy/public policy activities; and advise on First 5 commission and public entity compliance/requirements.
   b. Support the Commission's efforts to recruit and select an Executive Director.
   c. Onboard the new Executive Director and provide ongoing training and technical assistance to support the transition.
   d. Provide other consulting and project management services as requested by F5VC.

2) **Term of Agreement**. This Agreement is effective June 1, 2025 and will terminate June 30, 2026, unless earlier terminated as provided herein.

3) **Independent Contractor Status.** In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement. Neither Contractor nor any other person performing services for Contractor pursuant to this Agreement shall have any claim against F5VC for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

   Contractor agrees to hold F5VC harmless and compensate F5VC for any tax claims against F5VC for payment of state or federal income tax obligations relating to Contractor's compensation under the terms of this Agreement. Contractor shall be solely responsible for all income taxes or other such taxes related to any payments received by Contractor from F5VC.

It is understood and agreed that Contractor is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner and in accordance with all applicable laws and community standards.

F5VC shall not have any control or direction over the method by which Contractor shall perform these services.

4) **Indemnification and Hold Harmless.** Both parties agree to indemnify, defend and hold harmless each other, their officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the negligent acts or omissions of the indemnifying party in the performance of this agreement. Each party acknowledges that the other does not assume responsibility for payment of claims, to the extent a court of competent jurisdiction determines that such indemnifying party was not responsible for all or a part of the claims, but were the result of the negligent act of the other party or its officers, agents or employees. If judgment is entered against both parties by a court of competent jurisdiction because of the concurrent active negligence of both or their officers, agents, and employees, both parties agree that liability will be apportioned as determined by the court. Each party agrees to provide the indemnifying party with written notification of any claim within thirty (30) days of notice of the claim, to allow the indemnifying party control over the defense and settlement of the claim, and to cooperate with the indemnifying party in its defense.

5) **Contractor Warranties and Representations.**
Contractor represents and warrants to F5VC that:
   a. All work performed by Contractor under this Agreement shall be in accordance with generally accepted professional practices and standards applicable to the services provided under this Agreement, and in accordance with requirements of applicable federal, state and local laws.
   b. Contractor has no interest which would conflict in any manner or interfere with the performances and services contemplated by this Agreement. Contractor further agrees not to acquire any such interest during the term of this Agreement.

6) **Obligations of F5VC.** F5VC shall:
   a. Pay to Contractor the sum of $150 per hour for services rendered upon submission from Contractor of a monthly invoice and report on activities completed with submission of any related reports/recommendations.
   b. The maximum amount payable under the terms of this contract shall not exceed $75,000.00.

7) **Insurance.** Contractor, will obtain and maintain at its sole expense, the following types of insurance:
   a. Personal Automobile Liability coverage in the minimum amounts of $100,000 per Person and $300,000 each Accident Bodily Injury and $50,000 each Accident Property Damage for each vehicle to be operated in association with this contract.
   b. If applicable, Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor.

   All insurance required under this Agreement shall be primary coverage with respect to F5VC, and any insurance or self-insurance maintained by F5VC shall be in excess of Contractor's insurance coverage and shall not contribute to Contractor's coverage.

8) **Confidentiality.** F5VC and Contractor agree to maintain the confidentiality of all information and records regarding program participants or their immediate families, except as otherwise required by law.

9) **Ownership**. Contractor has no ownership interest (ownership) in any work products produced under this agreement. F5VC will have access to any work product, document, report, preliminary findings, or data assembled under this Agreement by Contractor (or other parties the Contractor may engage in order to perform the work required under this Agreement, hereinafter referred to as subcontractor), and F5VC may freely use, modify, reproduce and distribute such work product without permission from or notice to Contractor. Contractor (including any subcontractors) must receive prior written permission from F5VC to use, reproduce, or distribute any such work products or materials developed under the terms of this Agreement.

10) **General Provisions**.
   a. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other

agreement, statement, or promise not contained in this Agreement shall be valid or binding.

b. Amendments. Any amendment must be expressly set forth in writing and signed by both Contractor and F5VC.
c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent such laws are preempted by any federal law, in which case federal law shall govern.
e. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns. Neither party may assign any of his or her respective rights or delegate any of his or her respective duties hereunder without receiving the prior written consent of the other party.
f. Waiver. The waiver of any provision, or of the breach of any provision, of this Agreement must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.
g. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any third party.
h. Headings. The subject headings of the articles and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
i. Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute only one (1) Agreement.

11) **Termination.** Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice. In the event of termination, payment for the services shall be prorated for actual delivery through termination date. First 5 Ventura County may, at its discretion, immediately terminate this Agreement if there is failure for any reason of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement.

CONTRACTOR	**FIRST 5 VENTURA COUNTY**
_____	_____
(Signature)	(Signature)
Petra Puls	Matt LaVere, Commission Chair
(Typed Name)	(Typed Name/Title)
_____	_____
(Date)	(Date)