PERSONAL SERVICES AGREEMENT
TOWN OF FAIRFAX

THIS AGREEMENT is made and entered into this 18th day of August , 2011, by and between the Town of Fairfax, (hereinafter referred to as "Town") and Carol Golsch (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Town desires to maintain a fully functioning and consistently updated website for the citizens of Fairfax, and the Consultant developed and has maintained the Town's website for more than one year,; and;

WHEREAS, Consultant has demonstrated to Town that Consultant is qualified, competent and experienced to organize, create, and maintain the aforementioned website in accordance with Town's procedures and policies.

Therefore, in consideration of the mutual covenants below, the parties agree as follows:

I. **Use of Website**: Consultant will be allowed access to and control of the Town's website through ABAG (currently hosting the Town's website) at the Town's request. Hours of access will be determined by ABAG. Consultant agrees to use access to the website for the sole purpose of improving, creating, and recreating the Town's existing website.

II. **Fee schedule**: The Town agrees to pay the Consultant a fee of $750 per month for approximately 7.5 hours of general website maintenance, as described below in section III, Scope of Work.

- Additionally, should it appear over time that the scope of work on the site has exceeded the approximately 7.5 hours ($750) proposed here, that The Town and Consultant will discuss the matter and agree on an updated fee structure, again assuming documentation of the trend over at least two months was provided and mutually agreed upon provided that there is a not to exceed amount of $15,000 per year.

III. **Scope of Work**: Consultant's activities shall generally include the following:

- Updates to the home page's events, topics and calendar
- Posting of agendas and packets for those groups that need to post them on the website (currently Council, Planning Commission, Volunteer Board, PARC; may include General Plan commission once that is up and running)
- General updates to text on any pages, or to post updates to PDF files, or to update any links as needed
- Etc., in keeping with the type of activities documented for March 2011.
- "Special Projects", such as addition of entire new sections of content (e.g., the historical archive of the packets last year) or other major changes to the site, would not be included in this fee, but instead would be agreed upon from time to time based on the scope of work needed to complete the task.

Work shall be completed in a timely manner upon request of changes by Town staff. Additionally, Consultant shall exercise good judgment, as shown over the past year, to proactively make such changes as are needed to keep the site updated from week to week, and shall coordinate questions with Town staff when new direction or decisions are needed. Town staff shall respond in a similarly timely fashion to Consultant's information requests.

AGENDA ITEM # 3

IV. **Term and Termination: The Term of this agreement is one year from the date of agreement.** In the event of a default that is not cured within ten (10) days of written notice to the defaulting party, the non-defaulting party may terminate this Agreement on written notice. In the absence of a default, this agreement may be canceled by either party with 30 days written advance notice.

V. **Indemnification:**

A. Consultant is an independent contractor and hereunder responsible for its own taxes. Any assistants or employees are not in any way, sub-agents, agents or representatives of the Town. The Town is not responsible for the performance of any service or services required herein to be performed by Consultant, or any act or omission on the part of the Consultant, assistants or employees of the Consultant.

B. Consultant shall indemnify, defend, and hold harmless Town, its officers, agents, employees, and volunteers from all costs, expenses, claims, suits, or actions of every name, kind, and description, brought forth on account of injuries to or death of any person or damage to property arising or resulting from or connected with the willful misconduct, negligent acts, errors or omissions by Consultant, or any person directly or indirectly employed by or acting as agent for Consultant, in Consultant's performance of this Agreement or Consultant's use of the Town facilities, except to the extent arising from the gross negligence or willful misconduct of the Town, its office, agents, employees, or volunteers. It is understood that the duty of Consultant to indemnify and hold Town harmless includes the duty to defend as set forth in Section 2778 of the California Civic Code and that this indemnification by Consultant shall include all costs and expenditures including attorney's fees incurred by Town or its employees, officers or agents with respect to such claim or suit and Consultant will, if requested by Town, defend any litigation arising out of such claims at the sole cost and expense of Consultant. This indemnification and hold harmless clause shall apply whether or not Consultant's insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

VI. **Service of Process:** Notices under this agreement shall be delivered to the Town of Fairfax, in care of the Town Manager, 142 Bolinas Road, Fairfax, CA 94930, and to the Consultant in the care of Carol Golsch, 977 Asilomar Terrace, #5, Sunnyvale, CA 94086 .

_____	_____
Carol Golsch	Michael Rock Town Manager Town of Fairfax
Date:_____	Date: _____