

## COMMUNICATIONS CONSULTING AGREEMENT

This agreement is made by and between East County Fire and Rescue, whose address is 600 NE 267<sup>th</sup> Avenue, Camas, WA 98607 ("Fire District"); and, EASL, Incorporated (dba Liz Loomis Public Affairs), whose address is 1611 Terrace Avenue, Snohomish WA 98290 ("Consultant").

WHEREAS, the Consultant has the requisite expertise and experience to provide consulting services to the Fire District; and

WHEREAS, the Fire District desires to retain the Consultant's services as described herein:

**I. Consulting Services and Fees.** The Fire District hereby employs the Consultant to provide strategic communication services in accordance with the terms and conditions set forth in this agreement.

**II. Terms of Agreement.** This agreement will begin on October 1, 2023 and will end on November 15, 2023. Either party may cancel this agreement with fourteen (14) days of notice to the other party in writing, by certified mail or personal delivery. If the Fire District terminates this agreement without cause, it shall pay the Consultant for work completed and expenses incurred to date. All work product results are the property of the Fire District and deliverable at the time of termination subject to payment by the Fire District of all earned fees and costs.

**III. Time Devoted by Consultant.** It is anticipated Consultant will spend such time as is necessary to complete the projects identified in the Scope of Work. Additional work not included in the Scope of Work and authorized by Fire District is considered "other duties as assigned" and will be billed at two hundred and fifty dollars (\$250.00) per hour.

**IV. Place Where Services Will Be Rendered.** The Consultant will perform all services in accordance with this contract at a location of the Consultant's discretion.

**V. Payment to Consultant.** The amount of this contract is not to exceed three thousand dollars (\$3,000) for services rendered plus reasonable and approved expenses identified in Section VI. Consultant will submit a monthly invoice, and Fire District will pay Consultant within thirty (30) business days of receipt.

**VI. Reimbursement of Expenses.** The Fire District will pay the Consultant on a monthly basis for reasonable expenses accrued in support of official business. Reasonable expenses are in addition to the amount of this agreement and could include travel, data files, and video conferencing. Costs for printing, mail house handling charges, and postage for mailings will be invoiced to the Fire District directly.

**VII. Independent Contractor.** Both the Fire District and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract (*e.g.*, Federal income tax; Social Security tax; State or local income, business or occupation taxes; Unemployment Insurance taxes; and any other taxes or business license fees).

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**VIII. Confidential Information.** The Consultant agrees to hold in strict confidence any information received in furtherance of the Consultant's obligations under this contract related to confidential, financial or business affairs of the Fire District and will not reveal the confidential information provided the Consultant to any other persons, firms or organizations.

**IX. Conflict of Interest.** The Consultant agrees not to engage in any contractual activities with a client that could create an organizational conflict of interest with the Consultant's position under this contract, which might impair the Consultant's ability to render unbiased advice or service. Therefore, the Consultant agrees to seek prior written approval from the Fire District before entering into a contract with another party that could pose a conflict of interest.



ELIZABETH ANNE-STEAD LOOMIS  
President, EASL Inc.



ED HARTIN  
Fire Chief, East County Fire and Rescue