



## INDEPENDENT CONTRACTOR AGREEMENT

**I. The Parties.** This Agreement is made between the Immigration Reform Law Institute ("IRLI") with a mailing address of 25 Massachusetts Avenue, NW, Suite 335, Washington, D.C. 20001, and Kyle W. Saunders ("Contractor") with a mailing address of 6267 Momouth Avenue, Goleta, CA 93117.

WHEREAS IRLI intends to pay the Contractor for services provided, effective 12/7/2021 until completion of said services, under the following terms and conditions:

**II. Scope of Work.** The Contractor agrees to perform the following:

1. Build two-three tables for a **Litigation** and **Investigations** database on the FAIR/IRLI server using MySQL backend with a PHP front end program according to IRLI's specifications in the attached (and any subsequent requested amendments) paper to this Agreement.

The first table is for Litigation data, the second for Investigations data and the third for "tiered" users. The remainder of work will be done in PHP to keep the SQL credentials secure, and CSS for styling the page.

2. Users will access the pages using a tiered login system where they have accounts with specific roles/privileges that will restrict whether they can view, edit or delete data from the associated table on the database. This is also very simple to implement on my end. This is to ensure any past employees do not have the ability to tamper with the database.

3. Only about 8 users total will utilize this database. There will be about four (4) web pages. One (1) MB is possibly all that is needed.

4. Data storage will be required as this involves the usage of a database that is intended to be scaled. Approximately 5 GB may be needed for the contents of the database.

Hereinafter known as the "Services".

**III. Payment.** In consideration for the services to be performed by the Contractor, IRLI agrees to pay \$5,000.00 for the completion of Services performed. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of IRLI, not to be unreasonably held.

The Contractor agrees to be paid: at the Completion of Services. After that time, assigned IRLI staff shall make changes to the database as needed. (For example, assigned staff shall search online sites for instructions on how to make changes, updates).

**IV. Due Date.** The Services shall be completed by the Contractor by December 31, 2021 or later by agreement of the Parties.

**V. Expenses.** The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Contractor.

**VI. Termination.** This Agreement shall terminate upon one of the following circumstances:

- a. Completion of the Services provided to the satisfaction of IRLI or
- b. On the date of December 31, 2021 (if not complete, Contractor shall not be paid)

In addition, IRLI or the Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

**VII. Option to Terminate.** IRLI and the Contractor shall not have the option to terminate this Agreement, unless there is reasonable cause as defined in Section VI.

**VIII. Independent Contractor Status.** The Contractor, under the Code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees nor the contract personnel are, or shall be deemed, IRLI's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed. Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by IRLI. The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel (if applicable), and IRLI will not hire, supervise, or pay assistants to help the Contractor; neither Contractor nor Contractor's employees or personnel shall receive any training from IRLI in the professional skills necessary to perform the services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the IRLI to devote full-time to the performance of the Services required by this Agreement.

**IX. Business Licenses, Permits, and Certifications:** The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**X. Federal and State Taxes.** Under this Agreement, IRLI shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the IRLI with proof that such payments have been made.

**XI. Benefits of Contractor's Employees.** The Contractor understands and agrees that he is solely responsible and shall be liable to all benefits that are provided to his employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefits provided.

**XII. Unemployment Compensation.** The Contractor shall be solely responsible for the unemployment compensation payments on behalf of his employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**XIII. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of his employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the IRLI, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XIV. Indemnification.** The Contractor shall indemnify and hold IRLI harmless from any loss or liability from performing the Services under this Agreement.

**XV. Confidentiality.** The Contractor acknowledges that it will be necessary for the IRLI to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform his duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm IRLI. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of IRLI without IRLI's prior written permission except to the extent necessary to perform services on behalf of IRLI.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by IRLI for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that IRLI makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs, inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of IRLI about whom the Contractor gained knowledge as a result of the Contractor's services to IRLI. Upon termination of the Contractor's services to IRLI, or at IRLI's request, the Contractor shall deliver to IRLI all materials in the Contractor's possession relating to IRLI's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the IRLI for which damages would be an inadequate remedy. Therefore, IRLI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to IRLI's rights and remedies otherwise available at law.

**XVI. Proprietary Information.** Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the IRLI, and Contractor hereby assigns to IRLI all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein.

Contractor retains no right to use the Work Product and agrees not to challenge the validity of IRLI's ownership in the Work Product;

Contractor hereby assigns to IRLI all right, title, and interest in any and all photographic images and videos or audio recordings made by IRLI during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. IRLI shall seek written permission of Contractor to use Contractor's name and/or likeness in advertising and other materials.

**XVII. No Partnership.** This Agreement does not create a partnership relationship between IRLI and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on IRLI's behalf or represent IRLI in any manner.

**XVIII. Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold IRLI harmless of any liability in connection with his performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XV & XVI of this Agreement. If any such information is shared by the Subcontractor to third (3<sup>rd</sup>) parties, the Contractor shall be made liable.

**XIX. Governing Law.** This Agreement shall be governed under the laws in the State of California.

**XX. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXI. Breach Waiver.** Any waiver by IRLI of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

**XXII. Additional Terms and Conditions.** N/A

**XXV. Entire Agreement.** This Agreement, along with any attachments or addendums, following these signatures, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

IRLI's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title: Dale Wilcox

Contractor's Signature  Date 12/8/21

Name: Kyle W. Saunders

## WORK SPECIFICATIONS

**Database name:** “Litigation and Investigations Database” (LID)

**Font:** Times New Roman 12

1. **Tabs for “Litigation” and “Investigations” for Database.** See Litigation and Investigation requests following the general requests.
2. **Compatible with** Word, PDF, Excel
3. **Tiered Access:**
  - a. **Administrator** (can edit, update, change database and add or delete Managers and Staff as needed)
  - b. **Managers** (edit, change entry data on database, including create reports (Not change actual database), and
  - c. **Staff** (view data only). Each tier shall require user name or email and password to enter database.
4. **Investigation and Litigation deadlines entry line, auto email notifications.** These can be called “Mark Up” and “Calendar” sent daily (or Monday thru Friday) to assigned email users. See notes.
5. **Litigation Tab:** manager can add **Lawyer(s) name(s) for each case file**
6. **Investigations Tab:** For Craig and his staff
7. **Quick search** function to find Active, prospective, archived, Investigations cases
8. **Word Search** in each category find specific words
9. **Create Various Reports** as needed, including analytics and word search to find cases according to topic (like “refugees”, “public charge” as an example), date range, court (District, Appellate, or Supreme Court), etc.
10. **Must be able to Upload and Download documents** from database.
11. **Automatic daily reports, analytics and to create reports as needed** for word search topic and/or date range. Will ask for ability to add emails to send daily reports – that way if need to add or remove emails I can do that myself
12. **Copy data from both Knack data bases (Litigation and Investigations “FOIA”)** to the new LID Database (without affecting the current data on Knack). Currently everything can be downloaded on Excel if need as backup.
13. **Be able to find/retrieve documents in the database – either via the case file or word search.**
14. To be able to import, change and **track changes on this Database (only Administrator can see).**
15. **Save documents** (PDF and Word briefs, letters, correspondence, etc.) for each particular (as necessary) FOIA, litigation cases – or in the alternative have link to where document saved.

**Litigation:** Lorraine wants the following order on the entry form:

1. Case name, case number, court
2. Status: (drop down choice) Active, Prospective, Archive
3. Description
4. Attorney/Staff Member
5. Case History: Date, Description
6. Lead Plaintiff? Yes, No
7. Case/Deadline (like Knack for daily reports linked to Calendar for email to Attorneys (daily)
8. Save

**Investigations:** Craig wants the following in this order:

1. FOIA Request or Records Request Categories (Federal vs. State and Local)
2. Name of Agency
3. Agency Point of Contact
4. Agency Tracking Number
5. Nature of Request
6. Current Status
7. Submission Date with Upload Document Portal
8. Acknowledgement Date with Upload Document Portal
9. Determination of Findings Date with Upload Document Portal
10. Production Response Date with Upload Document(s) Portal
11. Appeal Date with Upload Document Portal
12. Appeal Ruling Date with Upload Document Portal
13. Active, Archive or Litigation Categories
14. Last, sometimes investigations turn into litigation. Will need reference to Case name, number, etc.  
line

SAMPLE INVESTIGATIONS DATABASE (Litigation can be similar or like Knack Database, instead of "Agency" have "Court" with ability to enter and be able to manually add parties names on separate line that can hold information if needed):

The screenshot shows a web-based application titled "FOIA Database". The interface includes a top navigation bar with tabs for "Home", "Create", "Control Panel", and "Database View". Below this is a toolbar with various icons for actions like "New", "Save", "Find", "Filter", and "Sort". The main content area is divided into several sections:

- Agency Information:** Fields for "Agency", "JW Number", "JW Contact", "Original Request", "Subject", and "Key Words".
- Request Status:** Fields for "Request Completed", "In Litigation", and "Status".
- Agency Contact Information:** Fields for "Agency Contact", "Title", "Telephone", "Fax", "Email", and "Address".
- Document Log:** Fields for "Agency", "DocRefID", "DocDescription", and "Document Link".
- Contact and Activity Log:** Fields for "Contact Date", "Person Contacted", "Responsible JW Staff", "Related Document", and "Notes".
- Submission and Response Dates:** Fields for "Submission Date", "Response Date", "Appeal Date", "Response Limit", "Appeal Limit", "Expected Response Date", and "Appeal Due Date".

At the bottom of the interface, there is a status bar indicating "Records: 14 of 3344 of 3344" and a "Search" button.