

**MARIN GENERAL SERVICES AUTHORITY, MARIN EMERGENCY RADIO  
AUTHORITY AND MARIN TELECOMMUNICATIONS AUTHORITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** is made and entered into this fifth day of September 2008, by and between the **MARIN GENERAL SERVICES AUTHORITY, MARIN EMERGENCY RADIO AUTHORITY AND MARIN TELECOMMUNICATIONS AUTHORITY** hereinafter referred to as "MGSA, MERA and MTA" and Local Government Services, a California Joint Powers Authority, hereinafter referred to as "LGS".

**RECITALS:**

**WHEREAS**, MGSA, MERA AND MTA desires to acquire Administrative Services Associate services for its organization; and

**WHEREAS**, LGS warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by MGSA, MERA AND MTA, the parties agree to the following:

**1. SCOPE OF SERVICES:**

LGS agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof. It is agreed MGSA, MERA AND MTA will provide financial services and will house physically the public records generated through these services. Further, MGSA, MERA and MTA will provide an office and phone for use by LGS employees when they are working within Marin County. LGS will assign Elizabeth Lopez to perform services under this contract. No other LGS employee will be assigned by LGS to act as Administrative Services Associate without prior consultation with MGSA, MERA and MTA.

**2. FEES:**

As the Administrative Services Associate of MGSA, MERA and MTA, LGS shall be paid the sum of \$7,859.07 per month, amount subject to annual review with each annual performance evaluation. The three Marin JPAs shall pay monthly as follows:

MGSA	20%	\$1,571.81
MERA	40%	\$3,143.63
MTA	40%	\$3,143.63

The figure does not include those expenses by LGS employee made on behalf of and approved by MGSA, MERA and MTA. Examples of reimbursable expenses include supplies, training or other meetings attended for the benefit of MGSA, MERA and MTA.

Payments, if not made electronically, to LGS shall be sent to the following address:

LGS  
c/o McGilloway, Ray, Brown & Kaufman  
2511 Garden Road, Suite A-180  
Monterey, CA 93940

3. **PAYMENT:**

The monthly payment for services under this Contract shall be monthly, by the twenty-fifth day of the month prior to the month of service, and shall not require LGS to submit a bill. Requests for reimbursements must be submitted by LGS.

4. **INSURANCE:**

LGS shall maintain a commercial, general liability insurance coverage in an amount of One Million (\$1,000,000) Dollars. Said policy shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless MGSA, MERA and MTA specifically consents to a "claims made" basis. MGSA, MERA and MTA shall be named as additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to MGSA, MERA and MTA and said certificate with endorsement shall provide for ten (10) day advance notice to MGSA, MERA and MTA of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of LGS's liability, and LGS shall indemnify and hold MGSA, MERA and MTA harmless and defend MGSA, MERA and MTA against any and all claims, damages, losses and expense that may arise by reason of LGS's negligent actions or omissions. MGSA, MERA and MTA agree to timely notify LGS of any negligence claim. Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement.

5. **WORKER'S COMPENSATION:**

LGS acknowledges that it is aware of the Labor Code of the State of California, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and LGS certifies that it will comply with such provisions before commencing the performance of the work of this Contract. LGS will provide a copy of the certificates evidencing such insurance covering any employees it assigns to perform the duties under this contract to MGSA, MERA and MTA prior to their beginning service.

6. **NONDISCRIMINATORY EMPLOYMENT:**

LGS and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. LGS and/or any permitted subcontractor are bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

7. **SUBCONTRACTING:**

LGS shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of MGSA, MERA and MTA except for any subcontract work identified herein.

8. **ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to LGS and may not be transferred or assigned without the express prior written consent of MGSA, MERA and MTA.

**9. LICENSING AND PERMITS:**

LGS shall maintain the appropriate licenses throughout the life of this Contract. LGS also shall obtain any and all permits that might be required for the work to be performed under this contract.

**10. BOOKS OF RECORD AND AUDIT PROVISION:**

LGS shall provide MGSA, MERA and MTA complete books and records relating to this Contract, pursuant to Section 1 of this agreement. Such records shall include, but not be limited to, documents supporting all bids, all MGSA, MERA and MTA income and all MGSA, MERA and MTA expenditures. In addition, for any employees hired by LGS to deliver service under this agreement, LGS shall maintain for three years detailed books, accounts or records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. LGS will permit MGSA, MERA and MTA to audit all such books, accounts or records or all books, accounts or records of any business entities controlled by LGS that participated in this Contract in any way. Any audit may be conducted on LGS's premises. LGS shall refund any moneys found to be erroneously charged. If MGSA, MERA and MTA ascertains that it has been billed erroneously by LGS for an amount equaling 5% or more of this Contract, LGS shall be liable for the costs of the audit in addition to any other penalty imposed.

**11. TERM OF AGREEMENT:**

This Agreement shall commence on September 12, 2008 and terminate on December 31, 2009 unless sooner terminated as provided in Section 13 or extended by consent of all parties.

**12. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to LGS, shall be the property of MGSA, MERA and MTA. LGS may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, LGS promptly shall turn over all information, writing and documents to MGSA, MERA and MTA without exception or reservation.

**13. TERMINATION:**

- A. If LGS fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, MGSA, MERA and MTA may terminate this Contract by giving five (5) calendar days written notice to LGS, stating the reason for the termination.
- B. LGS shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the LGS has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of LGS, LGS shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, LGS, and his agents and employees working within the scope of Section 1 of this agreement if any, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of MGSA, MERA and MTA. LGS shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of both parties.

**16. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**17. INDEMNIFICATION:**

LGS agrees to indemnify, defend, and hold MGSA, MERA and MTA harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of LGS's willful misconduct or negligent performance of this Contract.

MGSA, MERA AND MTA agrees to indemnify, defend, and hold LGS harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of MGSA, MERA and MTA's willful misconduct or negligent performance of this Contract.

**18. COMPLIANCE WITH APPLICABLE LAWS:**

LGS shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

**19. NOTICES:**

Notices shall be given to MGSA, MERA and MTA at the following location:

Mr. Greg Stepanicich  
Richards Watson Gershon, LLP  
44 Montgomery St., Suite 3800  
San Francisco, CA 94104-4811

Notices shall be given to LGS at the following address:

Mr. Richard Averett, Administrative Services Associate  
Local Government Services  
PO Box 1350  
Carmel Valley, CA 93924

**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**APPROVED AS TO FORM:  
GENERAL COUNSEL**

By \_\_\_\_\_  
Counsel

**APPROVED BY:  
MARIN GENERAL SERVICES AUTHORITY:**

By \_\_\_\_\_  
Chair, Board of Directors

**MARIN TELECOMMUNICATIONS  
AUTHORITY**

By \_\_\_\_\_  
Chair, Board of Directors

**MARIN EMERGENCY RADIO AUTHORITY**

By \_\_\_\_\_  
Chair, Board of Directors

**APPROVED AS TO FORM:  
JPA COUNSEL:**

By \_\_\_\_\_  
Elizabeth Silver, Counsel

**APPROVED BY:  
LOCAL GOVERNMENT SERVICES:**

By \_\_\_\_\_  
Richard Averett, Executive Director

**EXHIBIT "A"**

**SCOPE OF SERVICE  
MGSA, MERA AND MTA-LGS ADMINISTRATIVE SERVICES ASSOCIATE  
AGREEMENT**

The Administrative Services Associate will perform the duties included in MGSA, MERA and MTA Administrative Services Associate job description, and shall be reasonably be expected to be available 37.5 hours per week.