

**MARIN EMERGENCY RADIO AUTHORITY
PROFESSIONAL SERVICES CONTRACT****REGIONAL GOVERNMENT SERVICES**

THIS CONTRACT is made and entered into effective the 3rd day of December 2007, by and between the **MARIN EMERGENCY RADIO AUTHORITY**, hereinafter referred to as "**MERA**" and **REGIONAL GOVERNMENT SERVICES**, a California Joint Powers Agency, hereinafter referred to as "**RGS**".

RECITALS:

WHEREAS, MERA desires to acquire Executive Officer services for its organization; and

WHEREAS, RGS 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 MERA, the parties agree to the following:

1. SCOPE OF SERVICES:

RGS agrees to provide all of the Executive Officer services described in Exhibit "A" attached hereto and by this reference made a part hereof. It is agreed MERA will provide clerical and financial services and will house physically the public records generated through these services. RGS shall deliver any public records generated by its services under this Contract to MERA for maintenance by MERA. Further, MERA will provide an office and phone for temporary use by RGS employees when they are working within Marin County. It is understood RGS will assign Maureen L. Cassingham to perform the duties required by this contract. No other RGS employee will be assigned by RGS to act as Executive Director without the prior approval of MERA.

2. FEES:

For providing the Executive Director services for MERA, RGS shall be paid the sum of \$4,500.00 per month, subject to annual review with each annual performance evaluation. This monthly payment includes all out-of-pocket expenses, except for the reimbursement of reasonable expenses incurred by RGS employees for travel out of the San Francisco Bay Area for training or other meetings when approved in advance by the MERA Board of Directors or Executive Committee, in which case such expenses shall be reimbursed in accordance with County of Marin policies.

3. PAYMENT:

The fees for services under this Contract shall be paid monthly and shall not require RGS to submit a billing. Any requests for reimbursements authorized under Section 2 above must be submitted in writing for payment.

4. INSURANCE:

RGS shall maintain a commercial, general liability insurance policy in an amount of One Million (\$1,000,000) Dollars. Said policy shall remain in force throughout the term of this Contract and shall be payable on a "per occurrence" basis. MERA 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 MERA and said certificate with endorsement shall provide for ten (10) day advance notice to MERA of any termination, nonrenewal or reduction in coverage.

MERA agrees to timely notify RGS of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the Contract.

5. WORKER'S COMPENSATION:

RGS acknowledges that it is aware of the Labor Code of the State of California, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and RGS certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If RGS uses any employees to complete the duties required by this Contract it will provide a copy of the certificates evidencing such Insurance to MERA prior to their beginning service.

6. NONDISCRIMINATORY EMPLOYMENT:

RGS 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. RGS and/or any permitted subcontractor are bound by and will comply with the nondiscrimination requirements of all Federal, State and local statutes, regulations and ordinances.

7. SUBCONTRACTING:

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

8. ASSIGNMENT:

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

9. LICENSING AND PERMITS:

RGS shall maintain the appropriate licenses throughout the life of this Contract. RGS 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:

RGS shall maintain on a current basis complete books and records relating to its services under this Contract, including detailed documentation of the hours spent and costs incurred by RGS. In addition, should RGS hire employees to provide service under this Contract, it shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. RGS will permit MERA to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by RGS that participated in this Contract in any way. Any audit may be conducted on RGS' premises. RGS shall refund any moneys found to be erroneously charged. If MERA ascertains that it has been billed erroneously by RGS for an amount equaling 5% or more of this Contract, RGS shall be liable for the costs of the audit in addition to any other penalty imposed.

11. TERM OF CONTRACT:

This Agreement shall commence on the date above written and terminate on December 31, 2008 unless sooner terminated as provided in Section 13.

12. **TITLE:**

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

13. **TERMINATION:**

- A. If RGS 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, MERA may terminate this Contract by giving five (5) calendar days written notice to RGS, stating the reason for the termination.
- B. RGS 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 RGS has no control.
- C. If MERA fails to make timely payment according to the terms of this Contract, RGS may terminate this Contract after giving 15 days written notice of termination for nonpayment and MERA fails to make payment within such 15 day period.
- D. 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 sent by registered or certified mail to the addresses in Section 20 of this Contract.
- E. In the event of termination not the fault of RGS, RGS 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, RGS, and its agents and employees, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of MERA. RGS solely shall be responsible to pay all required taxes, including but not limited to, all withholding taxes, and workers' compensation.

15. **AMENDMENT:**

This Contract may be amended or modified only by the 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:**

RGS agrees to indemnify, defend, and hold MERA harmless from any and all claims, actions, liabilities and damages including, but not limited to, litigation costs and attorney's fees, which may arise from RGS' willful misconduct or negligent performance of this Contract.

MERA agrees to indemnify, defend, and hold RGS harmless from any and all claims, actions, liabilities and damages including, but not limited to, litigation costs and attorney's fees, which may arise from MERA's willful misconduct or negligent performance of this Contract.

18. **COMPLIANCE WITH APPLICABLE LAWS:**

RGS 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 MERA at the following location:

Gregory Stepanicich
Richards, Watson & Gershon
44 Montgomery St - Suite 3800
San Francisco, CA 94104-4811

Notices shall be given to RGS at the following address:

Mr. Richard Averett, Executive Director
Regional 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 
Greg Stepanicich

APPROVED BY:
MARIN EMERGENCY RADIO AUTHORITY:

By 
Steve Kinsey, Chair, Board of Directors

APPROVED AS TO FORM:
JPA COUNSEL:

By 
Elizabeth Silver

APPROVED BY:
REGIONAL GOVERNMENT SERVICES:

By 
Name: Richard Averett, Executive Director
Federal Tax I.D. # 91-2144568
Telephone No. 831.308.1508

EXHIBIT A

MARIN EMERGENCY RADIO AUTHORITY PROFESSIONAL SERVICES CONTRACT

SERVICES TO BE PROVIDED

BY CONTRACTOR

(REGIONAL GOVERNMENT SERVICES WITH MAUREEN L. CASSINGHAM)

MERA-RGS EXECUTIVE OFFICER SERVICES

Under the direction of the Executive Committee, the Executive Director will perform the full duties of a chief executive officer, including the following:

1. Manage the everyday activities of MERA, performing the duties normally the responsibility of an Executive Director.
2. Staff the Board of Directors (normally two meetings per year) and the Executive Committee (normally six meetings per year) which includes but is not limited to, the provision of agendas and staff reports, anticipation of issues as they evolve and providing recommendations.
3. Monitor, oversee, and evaluate all service contracts and, upon direction from the Executive Committee, renegotiating service contracts as necessary.
4. Coordinate with the General Counsel and others on the various issues and responsibilities related to MERA activities.
5. Work closely with other agencies, to include but not limited to, MGSA, MTA, County of Marin, and member agencies.
6. Prepare, recommend and administer MERA's annual budget; coordinate the annual audit.
7. Stay current with legal and programmatic changes that affect MERA programs.
8. Coordinate records retention and public records archives for the MERA through the assembly and delivery to the County of appropriate records and files.
9. Represent the MERA Board and Executive Committee in dealings with media, member agencies, other governmental agencies and residents.
10. Coordinate the timely filing of all required Fair Political Practices Commission filings.
11. Perform other duties as assigned or required by the Board of Directors or Executive Committee.