

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into, as of April 5, 2011, by and between the Marin Emergency Radio Authority (MERA) (the "AUTHORITY") and Indie Politics , a Political and Public Affairs Consulting Firm ("CONSULTANT"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the AUTHORITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2. PAYMENT. AUTHORITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the AUTHORITY in the manner specified in Exhibit "B."

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5. INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

The Marin Emergency Radio Authority (MERA)
By: _____

CONSULTANT
By: _____

Name: _____

Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

Attach Consultant proposal letter.

If there are any inconsistencies between CONSULTANT’s proposal and this Agreement, the provisions of this Agreement shall control.

EXHIBIT “B”

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed \$10,000, which shall be paid on a time and materials basis, as specified below:

<u>Personnel</u>	<u>Hourly Rate</u>
Daniel Mullen, Indie Politics	\$175.00
<i>Sub-Vendor to Indie Politics:</i> <i>Terry Price, Price Campaign Solutions</i>	<i>\$175.00</i>

Other fees, costs, expenses and rates as described in the PROPOSAL (Exhibit A). In the event of any inconsistency between the terms of this Exhibit “B” and the PROPOSAL, the terms of this Exhibit “B” shall control.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the AUTHORITY, Attention: Executive Officer, for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit “A” shall be mutually agreed to by the AUTHORITY and CONSULTANT, and shall be billed on a time and materials basis to the AUTHORITY, Attention: Executive Officer.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of the AUTHORITY. AUTHORITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, AUTHORITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to AUTHORITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to AUTHORITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as AUTHORITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of AUTHORITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind AUTHORITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AUTHORITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from AUTHORITY of the desire of AUTHORITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products which CONSULTANT delivers to AUTHORITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. AUTHORITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled upon seven (7) days notice by either the AUTHORITY upon written notification to CONSULTANT, or by CONSULTANT upon written notification to the AUTHORITY. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of AUTHORITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the AUTHORITY.

10) INDEMNIFY AND HOLD HARMLESS

a) CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY, its officers, agents, employees and volunteers from all 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 from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the AUTHORITY, its officers, agents, employees or volunteers.

b) It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

c) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No officials or contractors of the AUTHORITY shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the AUTHORITY if this provision is violated.

12) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the AUTHORITY or any AUTHORITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any AUTHORITY decision beyond these conclusions, advice, recommendation, or counsel.

EXHIBIT “D”

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees in accordance with the following:

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$300,000 per accident for bodily injury and property damage.

b) Workers’ Compensation insurance as required by the State of California and Employers’ Liability Insurance if employees are hired by the Consultant.

c) All subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D.