

**STAFF SERVICES AGREEMENT**

This STAFF SERVICES AGREEMENT (“Agreement”) is made and entered into as of the 1<sup>st</sup> day of July 2019, between the Town of Corte Madera (“Provider”) and the Marin Emergency Radio Authority, a joint powers authority of the State of California (“Client”).

**RECITALS**

- A. Provider is the owner of a building hereinafter referred to as the “Building,” the address of which is 300 Tamalpais Drive, Corte Madera, CA 94925.
- B. Provider is the employer of staff that perform various governmental and administrative services.
- C. Provider is a member agency of Client and can provide services to Client through its use of the Building and Provider’s staff.
- C. The parties desire to use Provider’s services pursuant to the terms of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Provider and Client agree as follows:

**ARTICLE 1**

**Term and Commencement Date**

1.01 The initial term of this Agreement is one (1) year (the “Initial Term”); provided, however, that if the Commencement Date (hereinafter defined) occurs on a date other than the first day of a calendar month, the Initial Term shall be extended by that partial month from the Commencement Date to the first day of the following calendar month.

1.02 The commencement date of the Initial Term, herein referred to as the “Commencement Date,” shall be whichever of the following dates shall last occur: (a) the date first written above; or (b) the date on which the governing bodies of both Provider and Client approve this Agreement.

1.03 At the expiration of the Initial Term described in Section 1.01, the term shall be extended on an annual basis and subject to termination by either party upon 6 months written notice to the other party.

**ARTICLE 2**

**Services; Payment.**

2.01 Provider shall provide accounting, financial, MIS, clerical, reception, and administrative assistance services in an amount of staff time not to exceed the following: Finance Director – 5 hours per week, Accounting Technician – 4 hours per week, Financial Analyst – 2 hours per week, Town Clerk – 65 hours per year, and Administrative Analyst 55 hours per year. Provider shall provide telephone service, office furnishings, copying services, internet access, office supplies, office space for files, and use of computers, printers, and fax machine to support the staff services provided (the services described in this section collectively being the “Services”).

2.02 Client shall pay Provider \$62,650 per year for the Services, with four equal payments made on the last business day of each quarter.

2.03 The Provider and Client shall meet quarterly or sooner as needed to assess the performance of such staff services.

2.05 If, during the term of this Agreement, the Client determines that the Provider is failing to perform the Services, Client shall notify the Provider in writing of such failure to perform. The notice must give the Provider a ten (10) day period of time thereafter in which to successfully perform said work or cure the deficiency. If the Provider has not successfully performed the work or cured the deficiency within the ten days specified in the notice, such failure shall constitute a breach of this Agreement and Client may immediately terminate this Agreement.

### ARTICLE 3

#### Damage to Client’s Property

3.01 Neither Provider nor its officers, agents or employees shall be liable to Client for any loss of or damage to personal property of Client located in the Building resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Building, including its roof, walls, ceilings and floors, or from the pipes, appliances, or mechanical and electrical systems in the Building or from any other place or from any other cause, whether or not similar to the foregoing causes, unless the same shall be caused by the negligence or intentional misconduct of Provider, its officers, agents or employees.

3.02 Provider shall immediately notify Client verbally, and promptly thereafter in writing, in the event of any damage to Client’s property resulting from any fire, accident, occurrence or condition in, on or about the Building.

### ARTICLE 4

#### Insurance; Mutual Waiver of Subrogation

4.01 Provider shall obtain and maintain in effect at all times during the term of this Agreement an insurance policy covering all risks of direct physical loss or damage to the Building and to all alterations, installations, additions and improvements made to or within the Building at Provider’s cost and expense, to the extent of their full replacement value, as well as general comprehensive liability in an amount no less than One Million Dollars (\$1,000,000.00)

per occurrence for bodily injury, personal injury and property damages. Provider shall name Client as an additional insured under such policy.

4.02 Client, at Client's expense, shall obtain and maintain in effect, at all times during the term of this Agreement, an insurance policy covering all risks of direct physical loss or damage to Client's personal property in, on or about the Building to the extent of their full replacement value, as well comprehensive general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damages.

4.03 Notwithstanding any other provision of this Agreement, neither Provider nor Client shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Article. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Provider and Client shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Agreement. Client agrees to cause all other occupants of the Building claiming by, under, or through Client to execute and deliver to Provider such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

## ARTICLE 5

### Client Default and Remedies

5.01 The occurrence of any one of the following shall constitute a default by Client under this Agreement: (a) Client shall fail to pay and Provider has not received any sum payable by Client for support services hereunder when due, and such failure is not cured within three (3) business days after Client receives written notice thereof from Provider (provided, however, that the notice requirement contained in this subsection (a) is not in addition to any legal requirement that notice be given and may be satisfied by sending the notice required by any applicable law or statute including, but not limited to, Section 1161 of the California Code of Civil Procedure); or (b) Client shall fail to perform or comply with any of the other covenants or conditions of this Agreement, and such failure is not cured within thirty (30) days after Client receives written notice thereof from Provider; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Client shall not be in default if Client commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter. Notices given by Provider to Client under this section shall specify the provision(s) of this Agreement with which Client is not in compliance, and shall demand that Client pay the Rent, sum payable for support services, or perform or comply with any other provision of this Agreement, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Agreement unless it specifically provides therefor.

5.02 If Client commits a default under this Agreement, Provider shall have, in addition to any and all other rights and remedies which Provider may have under this Agreement, all rights and remedies available at law or in equity:

5.03 The various rights, options, elections, powers and remedies of Provider contained in this Article shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Agreement or now or later allowed by law or in equity.

## ARTICLE 6

### No Waiver

6.01 The failure of Provider or Client to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed a waiver by Provider or Client of its right to such redress for a prior, concurrent or subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Agreement. The receipt and acceptance by Provider of Rent or sum payable for support services with knowledge of any preceding breach by Client of any covenant, term or condition of this Agreement shall not be deemed a waiver of such breach. No provision of this Agreement and no default by Provider or Client hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

6.02 No payment by Client or receipt and acceptance by Provider of a lesser amount than the sum payable for support services herein stipulated shall be deemed to be other than on account of the stipulated sum payable for support services, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of same be deemed an accord and satisfaction, and Provider may accept such check or payment without prejudice to Provider's right to recover the balance of such sum payable for support services or pursue any other right or remedy provided herein or at law or in equity.

## ARTICLE 7

### Notices

7.01 Any notice or communication which is required under this Agreement shall be sent by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to the parties as follows:

#### If to Client:

Marin Emergency Radio Authority  
300 Tamalpais Drive  
Corte Madera, CA 94925  
Attn: Executive Officer  
Telephone: (650) \_\_\_\_\_  
Facsimile: (650) \_\_\_\_\_

If to Provider:

Town of Corte Madera  
300 Tamalpais Drive  
Corte Madera, CA 94925  
Attn: Town Manager  
Telephone: (415) 927-5050

or at such other address or addresses as the parties shall designate by written notice to each other. All notices sent by mail shall be deemed given on the date the return receipt is signed or delivery rejected by the addressee. Notice sent by Federal Express or any other nationally recognized overnight delivery service shall be deemed to have been duly given one (1) business day after delivery to the service prior to its deadline for overnight delivery.

ARTICLE 8

Miscellaneous

8.01 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and “person” includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires.

8.02 Time is of the essence of the notice requirements and the obligations of the parties under this Agreement.

8.03 If there are any covenants yet to be performed by Client as of the date of expiration or termination of the term hereof, including, without limitation, the payment of taxes, or support services accruing under this Agreement as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

8.04 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

8.05 This Agreement shall be governed and interpreted in accordance with the laws of California.

8.06 The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

8.07 The individual executing this Agreement on behalf of Provider and Client represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Provider and Client, respectively.

8.08 The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Provider and Client and, except as otherwise provided in this Agreement, their respective successors and assigns.

8.9 The Article headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of any Article of this Agreement nor the intent of any of its provisions.

8.10 This Agreement may be executed in multiple counterparts each of which said executed counterparts shall be deemed an original for all purposes.

*[Signatures Appear on Next Page]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, Provider has caused this Agreement to be executed on its behalf by a duly authorized officer, and Client has caused this Agreement to be executed on its behalf by a duly authorized officer, all as of the day and year first written above.

Provider:

TOWN OF CORTE MADERA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

AS APPROVED TO FORM:

Client:

MARIN EMERGENCY RADIO AUTHORITY  
a joint powers authority of the State of  
California

By: \_\_\_\_\_  
Authority Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_