

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Corte Madera, California, as of **OCTOBER 27, 2021**, by and between the Marin Emergency Radio Authority, a Joint Powers Authority ("MERA") and 4LEAF, Inc., a California corporation ("CONSULTANT") (each referred to individually as the "Party" and collectively, the "Parties"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to MERA 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. MERA 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 MERA 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.

7) TERM. This Agreement shall be in effect until the scope of work is completed.

8) GOVERNING LAW AND VENUE. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Marin County Superior Court.

9) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between MERA and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

10) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on MERA's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to MERA using the following contact information:

MERA Contact: Dave Jeffries
Deputy Executive Officer for the Next Gen System

E-mail: dave@jeffriespsc.com

Address: Marin Emergency Radio Authority
c/o Town of Corte Madera
300 Tamalpais Drive
Corte Madera, California 94925

Telephone: (707) 483-1098

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Craig Tole, Director of Development Services

E-mail: ctole@4leafinc.com

Address: 2126 Rheem Drive,
Pleasanton, California 94588

Telephone: (925) 462-5959

EXECUTED as of the day first above-stated.

Marin Emergency Radio Authority, a Joint Powers Authority

By: _____

CONSULTANT : 4LEAF, Inc.

By:  _____
Kevin Duggan, President

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified in Cost Estimate for Services (attached as part of Exhibit B).

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to MERA for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by MERA and CONSULTANT, and shall be billed on a time and materials basis to MERA.

EXHIBIT "A"

SCOPE OF SERVICE

Scope of work includes, but is not limited to Inspection of Record services on a part-time on-call basis for the following sites:

- Barnabe, Civic Center, EOF
- Dollar Hill, Tiburon, Stewart Point
- Sonoma Mountain, San Pedro, Big Rock

Minimum charge of 4 hours; hourly rates inclusive of travel time and expense. 4LEAF will provide personnel as approved by MERA.

COST ESTIMATE FOR SERVICES



4LEAF, INC.
 ENGINEERING . CONSTRUCTION MANAGEMENT
 PLAN CHECK . BUILDING INSPECTION . PLANNING

NERA: Inspection Services

DATE: 09/22/21
 4LEAF JOB No.: TBD
 PROPOSAL No.: 4598
 PROJECT(S): **NERA**
 PRINCIPAL: Craig Tole
 CONTRACT # TBD

ITEM: I NERA Inspections	4LEAF Personnel	Total Hours	Hourly FEE	ESTIMATED TOTAL
Electrical Inspector	John Nichols	48	\$175	\$8,400
Project Manager	Traci Caton	8	\$199	\$1,592
<i>Preliminary Sub-Total of Services provided by 4LEAF</i>				\$9,992

<i>Preliminary Estimated Fees</i>	\$9,992
<i>Project Management Mark -up N/A</i>	\$0
<i>Total Preliminary Estimated Fees</i>	\$9,992

Estimate is seeking a task order to provide Inspection Services for the Marin Emergency Radio Authority.

4LEAF will provide personnel as approved and will be given specific tasks as assigned.

This is a straight time estimate. 4LEAF will bill on a time and materials basis. Should overtime be required by the client,

4LEAF will bill 1.5x the hourly rate, upon request. Staff is subject to change with approval from client.

4LEAF will bill per the terms and conditions of the Agreement with MERA or AECOM. Additional hours will require a change-order for continuation of work.

All Visits require a 4 hour minimum charge. Hourly rates are inclusive of travel time and expense.

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 MERA. MERA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, MERA 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 MERA 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 MERA 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. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as MERA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of MERA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind MERA 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 MERA, in its sole discretion, at any time 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 MERA of the desire of MERA 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 his profession. All products which CONSULTANT delivers to MERA 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. MERA shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by MERA at its discretion upon written notification to CONSULTANT. 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 MERA.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of MERA. CONSULTANT shall make available to MERA, upon reasonable written request by MERA, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. In the event of expiration or termination of this Agreement, CONSULTANT shall promptly and immediately (and in any event no later than the effective date of such expiration or termination) deliver to MERA all keys, security access codes, computers, computer disks, supplies, materials, equipment, records and documents (including but not limited to plans, data, studies, surveys, drawings, maps, models, photographs, reports and writings of any kind whatsoever, whether in computer form or hard copy, and whether in draft or final form), related to CONSULTANT's Services obtained or prepared by CONSULTANT in the performance of the Services under this Agreement.

10) CORRECTIONS. In addition to any indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during MERA's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction may be made by MERA, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, MERA may deduct the cost of such correction from any retention amount held by MERA or may withhold payment otherwise owed to CONSULTANT under this Agreement up to the amount of the cost of correction.

11) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (except for Claims arising from alleged professional negligence) and hold harmless MERA and its officers, agents, employees and designated volunteers (collectively "MERA Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by MERA in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to MERA.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend (except for claims arising from alleged professional negligence), and hold harmless the MERA Indemnitees 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 MERA Indemnitees.

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, except for Claims arising from alleged professional negligence.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. However Consultant's, its officers, employees, agents and independent contractors' liability for any and all Claims arising from the services provided herein, this Agreement and/or this provision (paragraph 11) shall be limited to Consultant's applicable insurance policies and their respective policy limits.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

12) PROHIBITED INTERESTS. No employee of MERA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of MERA if this provision is violated.

13) LOCAL EMPLOYMENT POLICY. MERA desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Marin County. MERA encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

14) 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 MERA or any MERA official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any MERA decision beyond these conclusions, advice, recommendation, or counsel.

15) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When MERA executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to MERA to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

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.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by MERA. At the option of MERA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to MERA, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) MERA, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to MERA, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects MERA its officers, officials, employees and volunteers. Any insurance or self-insured maintained by MERA its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MERA, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MERA.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MERA.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish MERA with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to MERA approval. All insurance certificates and endorsements are to be received and approved by MERA before work commences. At the request of MERA, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

John Nichols

Senior Building Inspector / Electrical Inspector

Experience

19 years

Certifications

ICC Electrical Inspector
ICC Residential Combination
ICC Residential Building
ICC Residential Electrical
ICC Residential Plumbing
ICC Residential Mechanical
ICC Commercial Electrical

Registrations

ICC REACO Chapter
International Code Council
CALBO

Experience Summary

John is a Senior Building Inspector and Electrical Inspector with 4LEAF where he has worked on several different assignments that have benefitted from his role. Projects include Sonoma County's Fire Recovery PRMD program and the Coyote Valley Casino and Hotel where he provided his seasoned inspection experience. John is also a skilled electrician and electrical inspector with seven ICC Certifications. Prior to his inspection career, John spent 15 years as an Electrical Contractor and Construction Manager serving projects throughout the Bay Area. John is a tremendous resource to the 4LEAF team and often trains other Combination Inspectors on electrical scopes of work.

SELECT PROFESSIONAL EXPERIENCE

4LEAF, Inc. – County of Sonoma, CA

Senior Building Inspector, PRMD Fire Recovery

2018 - Present

John is the Senior Building Inspector for the PRMD Fire Recovery program. Through 4LEAF, John is responsible for the supervision of up to four building inspectors who perform combination inspections for new permits related to the 2017 Complex Fire. Following the Complex fires, which spread across ~245,000 acres and resulted in the destruction of 3,000+ residential structures in unincorporated Sonoma County alone, the County contracted with a third-party firm to establish an on-site disaster recovery center. The Resiliency Permit Center (RPC) is exclusively dedicated to the residential reconstruction permitting needs of unincorporated Sonoma County. The program provides a full range of development services to residents, contractors, and developers in Sonoma County for this \$5+ Billion rebuilding effort.

Grid Alternatives

Building Inspector/Construction Manager

2009 - 2017

Based in Oakland, John worked for Grid Alternatives for more than eight years where he worked on several construction projects as a Construction Manager and Building Inspector.

Nichols Electric

Electrician

2001 - 2008

For more than seven years, John was a self-employed electrical contractor working on residential and commercial properties for his self-made company.