

**MARIN GENERAL SERVICES AUTHORITY
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

CITY OF MILL VALLEY

THIS AGREEMENT is made and entered into this ____ day of _____ 2007, by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **CITY OF MILL VALLEY**, hereinafter referred to as "City".

RECITALS:

WHEREAS, Authority desires to acquire Program Director services for its MarinMap program; and

WHEREAS, City 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 Authority, the parties agree to the following:

1. SCOPE OF SERVICES:

City agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof. It is understood that City will assign Wayne Bush to perform these duties.

2. FEES:

As the Program Director of MarinMap, City shall be paid the sum of \$15,000 per year, which sum includes all expenses incurred by City. It is understood that the anticipated workload is 20-hours per month. Should the actual workload consume more time than 20-hours per month on a regular basis, City reserves the right to reopen negotiations on the fees to be paid under this Section.

3. PAYMENT:

The fees for services under this Contract shall be due within thirty (30) calendar days after receipt by Authority of an invoice covering the service rendered.

4. INSURANCE:

City shall maintain general liability insurance in an amount of One Million (\$1,000,000) Dollars. Where the services to be provided under this Contract involve or require the use of any type of vehicle by City in order to perform said services, City also shall provide comprehensive automobile liability coverage including non-owned and hired automobile liability in the amount of Three Hundred Thousand (\$300,000) Dollars. The policies or coverage in effect for City's general coverage is acceptable and unique coverage is not required. City shall supply a statement evidencing such insurance to Authority and said certificate with endorsement shall provide for ten (10) day advance notice to Authority of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of City's liability, and City shall indemnify and hold Authority harmless and defend Authority against any and all claims, damages, losses and expense that may arise by reason of City's negligent actions or omissions. Authority agrees to timely notify City of any negligence claim.

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

It is understood City's current insurance coverage, through a shared risk pool, meets the requirements of this Section.

5. WORKER'S COMPENSATION:

City 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 City certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If City uses any employees to complete the duties accepted by this contract it will provide evidence of such insurance to Authority prior to their beginning service.

6. NONDISCRIMINATORY EMPLOYMENT:

City 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. City 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:

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

8. ASSIGNMENT:

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

9. LICENSING AND PERMITS:

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

City shall maintain on a current basis complete books and records relating to this Contract and shall deliver such records to Authority, pursuant to Section 1 of this agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract.

11. TERM OF AGREEMENT:

This Agreement shall commence on September 1, 2007 and terminate on August 31, 2008 unless sooner terminated as provided in Section 13.

12. TITLE:

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

13. TERMINATION:

- A. If City 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, Authority may terminate this Contract by giving thirty (30) calendar days written notice to City, stating the reason for the termination.
- B. City 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 City has no control.
- C. Either party hereto may terminate this Contract for any reason by giving ninety (90) calendar days written notice to the other parties. 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 City, City shall be paid 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, City, and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of Authority. City 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:

City agrees to indemnify, defend, and hold Authority 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 City's willful misconduct or negligent performance of this Contract.

Authority agrees to indemnify, defend, and hold City 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 Authority's willful misconduct or negligent performance of this Contract.

18. COMPLIANCE WITH APPLICABLE LAWS:

City 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 Authority at the following location:

Executive Officer
371 Bel Marin Keys Blvd., Suite 100
Novato, CA 94949-6188

Notices shall be given to City at the following address:

City Manager
City of Mill Valley
26 Corte Madera Ave.
Mill Valley 94941-1830

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

APPROVED AS TO FORM:
GENERAL COUNSEL

By _____

APPROVED BY:
MARIN GENERAL SERVICES AUTHORITY:

By _____
Executive Officer

APPROVED AS TO FORM:
GENERAL COUNSEL

By _____

APPROVED BY:
CITY OF MILL VALLEY:

By _____
Name: _____
Title: _____
Federal Tax I.D. # _____
Telephone No. _____

EXHIBIT "A"

MARIN GENERAL SERVICES AUTHORITY PROFESSIONAL SERVICES CONTRACT

SERVICES TO BE PROVIDED

BY CONTRACTOR
(City of Mill Valley)

MarinMap Program Director

Under direction from the Executive Officer of Authority, City shall:

- A. Provide Program Director Services for the MarinMap Program under the supervision of the Authority's Executive Officer. The duties including:
- Prepare Steering Committee agendas and staff reports on recommended actions.
 - Present Steering Committee recommendations for consideration by Authority, including analysis of policy and financial matters.
 - Attend Steering Committee meetings and other meetings necessary to provide direction to the MarinMap Program.
 - Provide administrative direction, support and advocate for the MarinMap Program.
 - Prepare, recommend and administer MarinMap's annual budget.
 - Provide regular status reports to Authority on MarinMap actions and progress.
 - Prepare, monitor and administer contracts issued by MarinMap, including the execution of contracts incurring an expense of less than \$5,000, if such contract and amount have been authorized in the approved annual budget.
 - Authorize Authority invoice payments within the approved budget.
 - Coordinate MarinMap related Authority actions with the Executive Officer of Authority.
 - Represent MarinMap in dealings with citizens, media, member agencies and other governmental agencies.
 - Oversee the transition of MarinMap to Authority.