

**CONTRACT BETWEEN MARIN EMERGENCY RADIO AUTHORITY (MERA),
MARIN GENERAL SERVICES AUTHORITY (MGSA),
MARIN TELECOMMUNICATIONS AGENCY (MTA) AND GLADWELL GOVERNMENTAL
SERVICES, INC. FOR RECORDS MANAGEMENT SERVICES**

THIS CONTRACT is made and entered into on this ____ day of _____, 2009, by and between Marin Emergency Radio Authority (MERA), Marin General Services Authority (MGSA), Marin Telecommunications Agency (MTA) (CLIENTS), a municipal corporation, hereinafter referred to as CLIENTS, and Gladwell Governmental Services, Inc., hereinafter referred to as CONTRACTOR.

RECITALS:

WHEREAS CLIENTS desires to obtain various records management services from a qualified expert; and

WHEREAS the CONTRACTOR is a qualified expert in records management in municipal governments;

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be for one year. Either party may terminate this CONTRACT at any time prior to the expiration date by giving thirty (30) days advance written notice thereof to the other party. This CONTRACT may be extended annually upon mutual written consent of the parties.

3. **Scope of Work.** The CONTRACTOR shall provide records management services as described in Attachment A, Proposal / Scope of Work.

4. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. All subcontractors, if utilized, shall be approved in advance by CLIENTS. All subcontractors used shall be mutually agreeable to both the CONTRACTOR and CLIENTS.

5. **Obligations of CLIENTS.**

A. CLIENTS shall be obligated to pay Contractor fees as outlined in Attachment A upon delivery of work and submission of invoices. Invoices shall be submitted to CLIENTS upon delivery of the CONTRACTOR's work as described in the (Proposal / Scope of Work).

B. CLIENTS shall be obligated to respect pre-existing intellectual property of CONTRACTOR, and not publish or distribute CONTRACTOR'S work without first receiving a valid public records act request.

6. **Audit.** CLIENTS shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CLIENTS as a condition precedent to any payment to CONTRACTOR.

7. **Records.** CONTRACTOR shall maintain adequate records to permit inspection audit of CONTRACTOR's charges under this Agreement. CONTRACTOR shall provide CLIENTS access to such records for approval, funding, or auditing the project, during normal business hours upon reasonable notice, the reasonable cost of which shall be borne by CLIENTS. Nothing herein shall convert such records into public records and they will be available only to CLIENTS for approval, funding, or audit functions. Such records shall be maintained by CONTRACTOR for three (3) years following completion of the work under this Agreement.

8. **Hold Harmless and Indemnification.** To the extent permitted by law, CONTRACTOR shall indemnify, defend, and hold Clients, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, damage, causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, expense, and costs arising out of or connected with the performance of work by CONTRACTOR, its officers, employees, agents, volunteers, and subcontractors, under this Agreement, except for any such claim that is the result of the negligence or willful misconduct of Clients, its officers, employees, agents or volunteers.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by CLIENTS and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, CLIENTS determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CLIENTS may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CLIENTS may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. In addition, the parties agree that either party to this CONTRACT may, for any other reason terminate this CONTRACT by mailing a thirty (30) day written notice of termination to the other party hereto. CLIENTS shall be liable to the

CONTRACTOR only for those fees owed to the CONTRACTOR at the date either party receives said notice of termination.

12. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by CLIENTS, the CONTRACTOR shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to CLIENTS all of its preparation and work on documents which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all other data and materials of whatever type, that have been gathered by the CONTRACTOR, and contemplated to be used or actually used, in the preparation of the Records Management Program.

13. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor. Except as CLIENTS may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CLIENTS in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CLIENTS to any obligation whatsoever.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CLIENTS may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

In accordance with California Government Code Section 87306, CONTRACTOR shall provide, if requested by CLIENTS, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

17. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

18. **Authority to Execute CONTRACT.** Both CLIENTS and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

19. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CLIENTS Marin Emergency Radio Authority
 c/o Novato Fire Protection District
 95 Rowland Way
 Novato, CA 94945 Attn: Maureen Cassingham

Marin Telecommunications Agency
Marin General Services Authority
555 Northgate Drive - Suite 230
San Rafael, CA 94903 Attn: Barbara Thornton

Contractor Gladwell Governmental Services, Inc.
 P.O. Box 62
 1028 Tirol Lane
 Lake Arrowhead, CA 92352-0062
 Attn: Diane R. Gladwell, CMC

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest: CLIENTS

Marin Emergency Radio Authority (MERA):

_____ By: _____

Marin General Services Authority (MGSA):

_____ By: _____

Marin Telecommunications Agency (MTA):

_____ By: _____

Approved as to Form:

Attorney

:

Contractor:

Diane R. Gladwell

By: _____

Diane R. Gladwell, CMC
Gladwell Governmental Services, Inc.

Title: President

**ATTACHMENT A
PROPOSAL
RECORDS MANAGEMENT SERVICES
MERA / MGSA / MTA**

Gladwell Governmental Services, Inc. (GGS) will provide various services related to records management systems, including implementation of various recommendations for active records management systems, employee training and other services as directed by the agencies.

Deliverables:

- MERA: One full day of records management implementation services and employee training
- MGSA & MTA: One full day, split into half days for each agency, of on-site days of records management implementation services and employee training

Cost (2 days on site):	\$1,920
Travel Expense Reimbursement:	<u>\$500</u>
Total Cost:	\$2,420

Cost - MERA:	\$1,127
MGSA:	\$647
MTA:	\$647

The total compensation to be paid to GGS under this contract shall not exceed \$2,420 without the prior written approval of the Clients.

METHODOLOGY

All work is performed by the President of Gladwell Governmental Services, Inc. Assignments are not delegated to less skilled personnel or subcontractors, assuring the project is well-coordinated without communication problems or scheduling conflicts among various consultants and their other projects. In addition, this also assures the highest quality work.

The consultant proposes to build on the progress already made in the organization, and its pre-existing intellectual property, ensuring consistency and high levels of development for the project.

The project will be structured to increase participation, expedite results, minimize costs and ensure the successful implementation of an excellent program by temporarily employing the skills and knowledge of the contractor as needed.

This approach is customized for The Districts to ensure the program:

- Provides a “one-time fix”;
- Is interactive, producing a high level of participation and ownership;
- Matches the organization’s values and structure;
- Provides appropriate solutions;
- Can be implemented quickly;
- Will achieve long-term viability; and
- Has the highest cost/benefit ratio and return on investment.

The consultant will provide the computer facilities, forms and equipment necessary to complete the work in this proposal. A resident workspace will be necessary when the consultant is on-site with access to computer systems, a photocopier, and District staff for information.

“...a records management program is actually a money saver - a protection against ineffective operations. It is even more significant as a safeguard against disaster and lawsuits”

-ICMA (International City/County Management Association)