

**MARIN GENERAL SERVICES AUTHORITY, MARIN EMERGENCY RADIO
AUTHORITY AND MARIN TELECOMMUNICATIONS AUTHORITY
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this fifth day of September 2008, by and between the **MARIN GENERAL SERVICES AUTHORITY, MARIN EMERGENCY RADIO AUTHORITY AND MARIN TELECOMMUNICATIONS AUTHORITY** hereinafter referred to as "MGSA, MERA and MTA" and Local Government Services, a California Joint Powers Authority, hereinafter referred to as "LGS".

RECITALS:

WHEREAS, MGSA, MERA AND MTA desires to acquire Administrative Services Associate services for its organization; and

WHEREAS, LGS 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 MGSA, MERA AND MTA, the parties agree to the following:

1. SCOPE OF SERVICES:

LGS agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof. It is agreed MGSA, MERA AND MTA will provide financial services and will house physically the public records generated through these services. Further, MGSA, MERA and MTA will provide an office and phone for use by LGS employees when they are working within Marin County. LGS will assign Elizabeth Lopez to perform services under this contract. No other LGS employee will be assigned by LGS to act as Administrative Services Associate without prior consultation with MGSA, MERA and MTA.

2. FEES:

As the Administrative Services Associate of MGSA, MERA and MTA, LGS shall be paid the sum of \$7,859.07 per month, amount subject to annual review with each annual performance evaluation. The three Marin JPAs shall pay monthly as follows:

MGSA	20%	\$1,571.81
MERA	40%	\$3,143.63
MTA	40%	\$3,143.63

The figure does not include those expenses by LGS employee made on behalf of and approved by MGSA, MERA and MTA. Examples of reimbursable expenses include supplies, training or other meetings attended for the benefit of MGSA, MERA and MTA.

Payments, if not made electronically, to LGS shall be sent to the following address:

LGS
c/o McGilloway, Ray, Brown & Kaufman
2511 Garden Road, Suite A-180
Monterey, CA 93940

3. **PAYMENT:**

The monthly payment for services under this Contract shall be monthly, by the twenty-fifth day of the month prior to the month of service, and shall not require LGS to submit a bill. Requests for reimbursements must be submitted by LGS.

4. **INSURANCE:**

LGS shall maintain a commercial, general liability insurance coverage in an amount of One Million (\$1,000,000) Dollars. Said policy shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless MGSA, MERA and MTA specifically consents to a "claims made" basis. MGSA, MERA and MTA shall be named as additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to MGSA, MERA and MTA and said certificate with endorsement shall provide for ten (10) day advance notice to MGSA, MERA and MTA of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of LGS's liability, and LGS shall indemnify and hold MGSA, MERA and MTA harmless and defend MGSA, MERA and MTA against any and all claims, damages, losses and expense that may arise by reason of LGS's negligent actions or omissions. MGSA, MERA and MTA agree to timely notify LGS of any negligence claim. Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement.

5. **WORKER'S COMPENSATION:**

LGS 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 LGS certifies that it will comply with such provisions before commencing the performance of the work of this Contract. LGS will provide a copy of the certificates evidencing such insurance covering any employees it assigns to perform the duties under this contract to MGSA, MERA and MTA prior to their beginning service.

6. **NONDISCRIMINATORY EMPLOYMENT:**

LGS 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. LGS 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:**

LGS shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of MGSA, MERA and MTA except for any subcontract work identified herein.

8. **ASSIGNMENT:**

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

9. LICENSING AND PERMITS:

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

LGS shall provide MGSA, MERA and MTA complete books and records relating to this Contract, pursuant to Section 1 of this agreement. Such records shall include, but not be limited to, documents supporting all bids, all MGSA, MERA and MTA income and all MGSA, MERA and MTA expenditures. In addition, for any employees hired by LGS to deliver service under this agreement, LGS shall maintain for three years detailed books, accounts or records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. LGS will permit MGSA, MERA and MTA to audit all such books, accounts or records or all books, accounts or records of any business entities controlled by LGS that participated in this Contract in any way. Any audit may be conducted on LGS's premises. LGS shall refund any moneys found to be erroneously charged. If MGSA, MERA and MTA ascertains that it has been billed erroneously by LGS for an amount equaling 5% or more of this Contract, LGS shall be liable for the costs of the audit in addition to any other penalty imposed.

11. TERM OF AGREEMENT:

This Agreement shall commence on September 12, 2008 and terminate on December 31, 2009 unless sooner terminated as provided in Section 13 or extended by consent of all parties.

12. TITLE:

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

13. TERMINATION:

- A. If LGS 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, MGSA, MERA and MTA may terminate this Contract by giving five (5) calendar days written notice to LGS, stating the reason for the termination.
- B. LGS 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 LGS has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. 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 LGS, LGS shall be paid for services performed to the date of termination 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, LGS, and his agents and employees working within the scope of Section 1 of this agreement if any, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of MGSA, MERA and MTA. LGS 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:

LGS agrees to indemnify, defend, and hold MGSA, MERA and MTA 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 LGS's willful misconduct or negligent performance of this Contract.

MGSA, MERA AND MTA agrees to indemnify, defend, and hold LGS 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 MGSA, MERA and MTA's willful misconduct or negligent performance of this Contract.

18. COMPLIANCE WITH APPLICABLE LAWS:

LGS 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 MGSA, MERA and MTA at the following location:

Mr. Greg Stepanicich
Richards Watson Gershon, LLP
44 Montgomery St., Suite 3800
San Francisco, CA 94104-4811

Notices shall be given to LGS at the following address:

Mr. Richard Averett, Administrative Services Associate
Local Government Services
PO Box 1350
Carmel Valley, CA 93924

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

**APPROVED AS TO FORM:
GENERAL COUNSEL**

By _____
Counsel

**APPROVED BY:
MARIN GENERAL SERVICES AUTHORITY:**

By _____
Chair, Board of Directors

**MARIN TELECOMMUNICATIONS
AUTHORITY**

By _____
Chair, Board of Directors

MARIN EMERGENCY RADIO AUTHORITY

By _____
Chair, Board of Directors

**APPROVED AS TO FORM:
JPA COUNSEL:**

By _____
Elizabeth Silver, Counsel

**APPROVED BY:
LOCAL GOVERNMENT SERVICES:**

By _____
Richard Averett, Executive Director

EXHIBIT “A”

**SCOPE OF SERVICE
MGSA, MERA AND MTA-LGS ADMINISTRATIVE SERVICES ASSOCIATE
AGREEMENT**

The Administrative Services Associate will perform the duties included in MGSA, MERA and MTA Administrative Services Associate job description, and shall be reasonably be expected to be available 37.5 hours per week.

MGSA, MERA and MTA

Job Description For ADMINISTRATIVE SERVICES ASSOCIATE August 28, 2008

DEFINITION

Under general supervision, to provide administrative, program and/or budgetary support; to analyze authority practices and procedures and make recommendations for operational improvements; and to perform related work as assigned.

EXAMPLES OF DUTIES (Illustrative Only)

- Administers, tracks and reconciles a variety of programs that require adherence to County and federal, or state regulations, policies and procedures.
- Allocates project or program appropriations, expenses and revenues to specific budget centers; prepares periodic reports regarding income and expenses; confers with internal and external auditors to ensure that all program guidelines are met.
- Conducts basic analytical studies regarding authority operations, administrative problems, policies and procedures; contacts other organizations for information, makes recommendations and implements policy and procedural changes after approval.
- Advises Executive Officer of information or knowledge pertinent to the mission of the authority.
- Prepares a variety of reports, draft letters, general correspondence, procedures, informational handouts, press releases and other written materials for the Executive Officer.
- Organizes and schedules public hearings, committee meetings and other group meetings; arranges for meeting location and notification and distribution of meeting materials to participants.
- Completes and processes a wide variety of technical and complex documents related to the work of the authority; ensures that documents are complete, accurate and in compliance with program, and authority policies and procedures.
- Prepares a variety of materials, flyers, brochures, web sites and other information to explain and publicize the services of the authority.
- Explains program requirements and procedures to clients, service providers, employees, the public and representatives of other organizations; distributes informational materials as requested.
- Assists in compiling program budget figures; extends projected costs based upon management decisions.
- Prepares a variety of statistical, fiscal, narrative and other reports, utilizing data from a variety of sources, which requires compilation and summarization.
- Attends to a variety of office administrative activities, such as reviewing and processing invoices for payment; gathering information regarding and recommending equipment and service purchases, arranging for equipment maintenance and repair, and acting as interface regarding County- or vendor-provided software and hardware.
- Uses a variety of standard office equipment, including a computer and various spreadsheet, database and word processing software.

EMPLOYMENT STANDARDS

Any combination of education and experience that would provide the knowledge and skills listed below. Typically, equivalent to completion of two years of college (sixty semester units or ninety quarter units) with a minimum of eighteen semester units or twenty four quarter units of coursework specifically related to business activities, office or public administration, supervision, business computer applications or a field closely related to the work and EITHER two years of paraprofessional administrative support work or four years of journey-level or above secretarial, office administrative or related office support experience. Additional experience may be substituted for the educational requirement on a year-for-year basis.

Knowledge of

- Principles of public and business administration and organization as necessary to research, analyze, evaluate and recommend improvements to administrative operations, systems and procedures.
- Principles and procedures of budgetary and fiscal tracking and reporting.
- Principles and practices of preparing and auditing a wide variety of forms, contracts, reports and documentation related to the authority for completeness, accuracy and compliance with policies and procedures.
- Practices for gathering, compiling and summarizing fiscal and program information from a variety of sources and preparing effective written, statistical or fiscal reports and documentation.
- Computer applications related to the work, including word processing, spreadsheet and database applications.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Business arithmetic, through fractions, decimals and percentages and basic practices of statistical analysis.
- Techniques for dealing with County employees, funding source representatives, service providers, clients, vendors, representatives of other agencies, the public and others, in person and over the telephone.
- Basic functions related to the authority.

Skill in

- Conducting a variety of administrative and operational support studies, evaluating alternatives and preparing recommendations for operational or procedural changes.
- Administering, tracking and reconciling a variety of grant-funded or state- or federal-funded programs and ensuring adherence to both County and federal, or state regulations, policies and procedures.
- Performing technical, specialized, complex and/or difficult administrative support work.
- Learning, interpreting, applying and explaining policies, laws and regulations related to the administrative operations and procedures of the authority.
- Preparing accurate, effective and timely reports, contracts, correspondence, procedures and other written materials for the Executive Officer.
- Organizing own work, setting priorities and meeting critical deadlines.

- Using sound independent judgment within general procedural guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Physical Demands

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools or controls and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

Work is usually performed in a typical office setting with moderate noise and may require evening and weekend work. The noise level in the work environment is usually quiet.