

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES CONTRACT
MarinMap Program Director Services**

THIS AGREEMENT is made and entered into this 1 day of March 2011, by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **Wayne Bush**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires to retain Contractor to provide MarinMap Program Director services.

WHEREAS, Contractor warrants that he/she 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:

Contractor agrees to provide all of the services described in Exhibit "A," attached hereto and by this reference made a part hereof.

2. FEES:

The fees for furnishing services under this Contract shall be the sum of \$2720 per month, which sum includes all expenses incurred by Contractor. Said fees shall remain in effect for the entire term of the contract. The term of this contract is one year from the date of execution of this Agreement and shall renew automatically unless terminated.

3. MAXIMUM COST TO AUTHORITY:

In no event will the cost to Authority for the services to be provided herein exceed the maximum sum of \$2720 per month, including non-salary expenses.

4. PAYMENT:

The fees for services under this Contract as prescribed above shall be due upon receipt by Authority of an invoice covering the service(s) rendered. The source of funding by the Authority for this work shall be: the Marin General Services Authority Fund, 70060.

In addition to the fee for services specified above, MGSA agrees that Contractor shall receive a licensed and current copy of GIS software known as Arcview, along with necessary software maintenance fees. It is understood that MarinMap's technical services group, commonly termed the Matrix Team, will provide the software and maintenance.

5. WORKER'S COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require 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 it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

___ By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

6. INSURANCE:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall provide comprehensive automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Authority specifically consents to a "claims made" basis. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Authority prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to Authority of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, Authority may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor 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. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. 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. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Authority's option; Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority. Contractor shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. TIME OF AGREEMENT:

This Agreement shall commence on March 4, 2011, and shall continue on a month-to-month basis. Time is of the essence with respect to this Contract.

13. TITLE:

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

14. TERMINATION:

- A. If the Contractor 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, the Authority may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor 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 Contractor 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 the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity, as an independent contractor, and not as officers, employees or agents of the Authority. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Authority, as is evidenced in writing.

18. 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.

19. INDEMNIFICATION:

Contractor 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 Contractor's willful misconduct or negligent performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

21. NOTICES:

This contract shall be managed and administered on Authority's behalf by the party set forth below. All invoices shall be submitted and approved by this party and all notices shall be given to Authority at the following location:

Executive Officer
Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

Notices shall be given to Contractor at the following address:

Wayne Bush
27 Bridge Road
Larkspur CA, 94939

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

APPROVED AS TO FORM:
GENERAL COUNSEL

By: David J. Reyes

APPROVED BY:
MARIN GENERAL SERVICES AUTHORITY:

By: Paul Berlant
Paul Berlant, Executive Officer

CONTRACTOR:

By: Wayne Bush
Name: Wayne Bush
Federal Tax No. ON FILE

Exhibit A: Scope of Services

Under direction from the Executive Officer of MGSA, Contractor shall:

A. Provide Program Director Services for the Marinmap Program under the supervision of the MGSA Executive Officer. The duties include:

- Prepare Steering Committee and Executive Committee Agendas and staff reports on recommended actions
- Present Steering Committee recommendations for consideration by MGSA, including analysis of policy and financial matters
- Attend Steering Committee and Executive 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 MGSA on MarinMap actions and progress
- Prepare, monitor and administer contracts issued by MarinMap, including, upon approval of MGSA Executive Officer, the execution of contracts incurring an expense of \$5,000 or less, if such contract and amount have been authorized in the approved annual budget
- Authorize MGSA bill payments within the approved budget
- Coordinate MarinMap related MGSA actions with the Executive Officer of MGSA
- Represent MarinMap in dealings with citizens, media, member agencies and other governmental agencies.