

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this 24th day of July, 2007 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Ross Valley Fire Department (Tax ID# 94-2825631), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Fire Protection Services for the unincorporated area west of the San Rafael City Limits, Baywood Canyon and east of Baywood Canyon in Fairfax, south of the Sleepy Hollow Fire protection District and north of the Meadow Club; and

WHEREAS, Contractor 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 County, 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. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$103,934 in year one of the agreement, including direct non-salary expenses, and remaining contract year maximum costs will be determined annually by the calculations outlined in Appendix B.

5. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by County of an invoice covering the service(s) rendered.

The source of funding by the County for this work shall be:

6. CONTRACT PERFORMANCE TIME:

All the work required by this Contract shall be completed and ready for acceptance no later than N/A_____.

7. INSURANCE:

The Contractor shall maintain a commercial general liability insurance policy in the amount of _____ (\$_____). 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 also provide comprehensive business or commercial 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 County specifically consents to a "claims made" basis. The County shall be named as an 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 County prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

___By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on Exhibit "C" attached hereto.

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

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, County 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.

8. 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 County 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.

9. 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.

10. SUBCONTRACTING:

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

11. 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 County.

12. 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.

13. 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 County 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 County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged.

14. TIME OF AGREEMENT:

This agreement shall commence July 1, 2007 and end on June 30, 2012. This agreement may continue as a month to month status after June 30, 2012 if the parties hereto have not mutually agreed to a new agreement, in writing thirty (30) days prior to the commencement of the new agreement.

15. 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 County. 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 County without exception or reservation.

16. 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, and fails to cure such failure within ten (10) days of written notice from County, the County may terminate this Contract by giving five (5) calendar days written notice to Contractor.
- 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 thirty (30) 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, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

17. 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 and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

18. AMENDMENT:

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

19. 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 County, as is evidenced in writing.

20. 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.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County 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, except to the extent arising from the willful misconduct or negligence of County.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

23. NOTICES:

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

Marin County Fire Department
P.O. Box 518
Woodacre, CA 94973

Notices shall be given to Contractor at the following address:

Ross Valley Fire Department
777 San Anselmo Avenue
San Anselmo, CA 94960

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

**APPROVED BY
COUNTY OF MARIN:**

By: _____
Steve Kinsey, PRESIDENT,
Board of Supervisors

CONTRACTOR:

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By _____
Jack Govi

By: _____
Name: Mary Ann Maggiore
Federal Tax I.D.#: 94-2825631
Telephone No.: (415) 258-4686

EXHIBIT "A"
SERVICES TO BE PROVIDED
BY CONTRACTOR

A.1 Contract Area Definition:

Contract Area is that unincorporated area west of the San Rafael City limits, Baywood Canyon and east of Baywood Canyon in Fairfax, south of Sleepy Hollow Fire Protection District, and north of the Meadow Club as outlined on the attached map, hereinafter referred to as Attachment "A.1".

Contract Area shall include all unincorporated parcels that are covered by both Ross Valley Paramedic Authority and included in County Unincorporated Fire Service Area 31.

A.2 Scope of Services and Duties:

Contractor will furnish to the Contract Area the following services:

- A. Fire Suppression
- B. Emergency Medical Service and Rescue
- C. Public services related to immediate threat to life or property when said services are a function of Contractor, and
- D. Initial response to all grass, brush, and watershed areas within the Contract Area.

It is hereby agreed by Contractor that the level of service provided to the Contract Area will be a minimum of one (1) type 1 fire apparatus with crew of two (2) personnel.

In order to ensure efficient level of mutual cooperation, both County and Contractor will participate in periodic joint training exercises.

County will furnish to Contractor the following:

- A. County will maintain and provide equipment for assistance to Contractor in the Contract Area.
- B. County will provide a minimum of one (1) type 1 fire apparatus with crew of two personnel for coverage.

Except as provided above, all other services normally provided in the Contract Area by County will be the responsibility of the County.

It is understood by County and Contractor that this agreement is outside the scope of Mutual Aid Agreements.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID

TO CONTRACTOR

- (1) **BASE CONTRACT FEE:** COUNTY shall pay CONTRACTOR an annual contract amount of One Hundred Three Thousand Nine Hundred Thirty Four Dollars (\$103,934) in year one of the agreement. The amount is based on the methodology that the payment is equal to 40% of the per parcel cost of fire services within the RVFS JPA. The contract amount was determined by the following:

07/08 Contract Base Multiplier	\$5,083,170
Parcels within RVFS JPA	8,999
RVFS per Parcel Cost	\$ 565
Contract Area Developed Parcels	460
Contract Amount	\$ 103,934

- (2) **MAXIMUM COST TO COUNTY:** For year one of the contract, the maximum cost to the county will be \$103, 934. For remaining years of the contract a maximum will be determined annually by the calculations outlined above in this Exhibit B.
- (3) **FUTURE YEAR CALCULATIONS:** Each year starting with FY08/09 the contract amount will be adjusted by the increase/decrease in labor cost associated with the RVFS "Engineer" position. No later than May 1st each year, Ross Valley Fire will provide calculations along with supporting documentation outlining the annual contract adjustment.
- (4) **PAYMENT TERMS:** Contractor will invoice the Marin County Fire Department (MCFD) each August for payment of the current year's agreement. MCFD will be responsible for payment of invoice no later than thirty (30) days following the receipt of invoice.

