

COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this day August 7, 2007 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **MARINFO LLC**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: To provide project management and support services for the MIDAS/marin.org community which includes administration, financial, help desk and web master support ; 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 AND PAYMENT SCHEDULE:

The fees and payment schedule 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. Contractor shall provide County with his/her/its Federal Tax I D. number prior to submitting the first invoice.

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 **\$180,000** including direct non-salary expenses

5. TIME OF AGREEMENT:

This Agreement shall commence on **August 7, 2007**, and shall terminate on **August 31, 2008**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, 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.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

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 one million dollars combined single limit (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

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 County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

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 County.

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 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 monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by 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 whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. 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 County 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 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 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 so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. 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 workers' compensation.

15. AMENDMENT:

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

16. 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.

17. 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.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.

NOTICES below.

20. **NOTICES:**

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

Gordon Haberfelde

Contract Manager:

Dept./Location: Information Services

371 Bel Marin Keys Blvd. Suite 100
Novato, CA 94949

Telephone No.: 415.499.7214

Notices shall be given to Contractor at the following address:

Contractor: Marinfo LLC

Address: P.O. Box 2613

Sausalito, CA 94966

Telephone No.: 415.388.1049

20. **ACKNOWLEDGEMENT OF EXHIBITS**

| | <input checked="" type="checkbox"/> <u>Check applicable Exhibits</u> | <u>CONTRACTOR'S INITIALS</u> |
|-------------------|--|------------------------------|
| <u>EXHIBIT A.</u> | <input checked="" type="checkbox"/> Scope of Services | <i>AM</i> |
| <u>EXHIBIT B.</u> | <input checked="" type="checkbox"/> Fees and Payment | <i>gm</i> |
| <u>EXHIBIT C.</u> | <input type="checkbox"/> Insurance Reduction/Waiver | |

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

APPROVED BY
COUNTY OF MARIN:

By: _____

BOARD PRESIDENT

CONTRACTOR:

By: *[Signature]*
Name: *Scott A McKean MARINFO LLC*
Telephone No.: *415-388-1049*

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: *Jennifer M.W. Vuilleumet*

Date: *07/26/07*

EXHIBIT A

Scope of Services

I. MANAGEMENT

Contractor shall provide operations and planning support for network, server host, intergovernmental information communications and technology. Specifically, Contractor shall:

- Coordinate with the County Director of Information services in implementing a countywide government extranet.
- Support the County Director of Information services in establishing the long-term management organization for the marin.org/MIDAS operations.
- Actively participate in developing information to be used by governing bodies in recommending policy.
- Review background material prepared for and to be presented to policy making bodies.
- Participate in board and committee meetings, including but not limited to: OPT-E-MAN technical group, MARIN GSA JPA, Marin Managers Association - Shared Applications Committee, and Marin Telecommunications Agency.
- Work with telecommunications facility providers and support contractors to coordinate operating activities.
- Participate in operations change planning, for example:
 - network/server/content
 - Review vendor offerings, made on request or submitted unsolicited.
- Work with marin.org/MIDAS partners in promoting network and content sharing.

II. FINANCE

Contractor shall develop budgets and monitor financial performance. Specifically, Contractor shall:

- Analyze cost of network, server host and core provided information services (including implementation and capital spending requirements).
- Develop pricing and implementation proposals to accommodate planned change in network use patterns.
- Authorize payment, other than data circuit billings, to vendors for equipment and services provided to marin.org/MIDAS and its customers.
- Obtain quotations for and recommend purchase of network and information delivery support goods and services.
- Monitor transport pricing and billings of AT&T and oversee annual review.
- Review annual network equipment vendor service charges for accuracy and look at alternatives to contracted services.
- Review pricing for capital investments and related financing proposals.
- Review rates, quotations, and billings of direct and pass through expenses to network customers.
- Bill pass through costs and service charges to network and server facilities customers.
- Monitor cash receipts and accounts receivable.

III. MARIN.ORG – SERVER HOST OPERATIONS/APPLICATION SUPPORT

A. Network based application development/maintenance – VIDEO ACCESS management

Contractor shall Initiate development of and encourage customer participation in core based network shared applications projects that support local government operations. Specifically, Contractor shall:

- initiate Implementation of video technology to support government services
- Extend centralized governments calendar maintained by customers
- Initiate development of centralized MS Exchange based messaging service
- Maintain and support www.marin.org site:

Manage VBrick scheduling application for stored video made available over the Internet and cable channels.

Maintain the www.marin.org master calendar that feeds fifteen plus calendars for organizations such as: Center for Volunteer and Non Profit Leadership, the City of Novato, League of Women Voters, Marin Center, Marin on the Move, Marin Women's Commission and the Marin Arts Calendar.

Continue to publish information for and about Marin and its resources so the online public can access the information they are looking for.

Support efforts to find financial support for the community web site

Continue to maintain the core database including the government information.

Revise www.marin.org to accommodate video access.

Act as web master for www.marin.org and demographics.marin.org.

B. Host services - WWW.MARIN.ORG

Contractor shall be responsible for the maintenance, operations and services as follows:

- Set up new and clear old accounts for all, web, domain name of www.marin.org, mail and media streaming hosted services.
- Respond to customer requests as a help-desk service for assistance and changes related to web, dns and mail services purchased.
- Have and apply a working knowledge of several popular software programs for example: Dreamweaver, Cold Fusion and Front Page enabling us to assist customers in deciding if errors are in their code or in the server set up.
- Help customers rework their code when server software upgrades are installed and cause problems.
- Support customers in setting up and using a broad variety of client software enabling them to manage their information on the marin.org servers for example help customers with their FTP or email settings; respond to questions relating to Front Page use.
- Manage the mail and messaging service, set up mail lists, and POP accounts, respond to user client related questions, manage SPAM services provided by MXLogic.
- DNS name registration (public and private networks), registration modification, zone set up, record additions, changes, and deletions. DNS resolution trouble shooting. (≈200 zones)

IV. NETWORK PROJECT/OPERATIONS

A. Network customer service and support

Contractor shall :

- Establish and manage spare network device replacement warehouse.
- Monitor IP plan implementation commitment by all MIDAS partners.
- Public IP inventory control and management of NETBLOCK at ARIN.
- Monitor network technical services provided by MARIN IT.
- Implement client requested services.

B. Network planning support and implementation

Contractor shall :

- Identify and prioritize server-based applications and match them with demand from current and prospective network customers.
- Listen to customers individually or in groups such as the MMA Shared Applications/Technology Committee discuss application development plans from the point of view of network use ramifications.
- Monitor customer network demands and coordinates with MARIN IT in making necessary connection changes.

EXHIBIT B
Fees and Payment Schedule

| <i>Exhibit A Segment</i> | <i>Compensation to Contractor</i> |
|-------------------------------|-----------------------------------|
| Operating management | \$ 70,000 |
| Finance | 25,000 |
| Network based appl dev/maint | 45,000 |
| Host services & WWW.MARIN.ORG | 25,000 |
| Network project/operations | 15,000 |
| Total contract | \$ 180,000 |

1. Contractor will invoice the County of Marin monthly for the amount/rate specified below.
\$ 15,000 per month
2. County of Marin will pay Contractor within 30 days from receipt of invoice.