

MARIN TELECOMMUNICATIONS AGENCY
STANDARD SHORT FORM CONTRACT

MTA contract Log # _____

THIS AGREEMENT is made and entered into this day July 1, 2008 by and between the MARIN TELECOMMUNICATIONS AGENCY, hereinafter referred to as "MTA" and **BARBARA THORNTON**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MTA desires to retain a person or firm to provide the following services: Executive Officer Services; 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 MTA, 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 MTA agrees to:

- A. Provide access to any facilities necessary for the performance of this Contract.
- B. Make available all pertinent data and records for review.

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 MTA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO MTA:

In no event will the cost to MTA for the services to be provided herein exceed the maximum sum of **\$130,224** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2008**, and shall terminate on **June 30, 2009**. 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 MTA. The general liability policy shall be endorsed naming the Marin Telecommunications Agency as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the MTA prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to MTA 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, hold harmless and defend the MTA, its employees, officers, and agents, against any and all claims, damages, losses and expenses that may arise directly or indirectly from the Contractor's negligent acts or omissions or other wrongful conduct. MTA agrees to timely notify Contractor of any claim brought against the MTA based in whole or in part on the acts or omissions of the Executive Officer.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the Contract. In addition to any other available remedies, MTA 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 MTA 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 MTA 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 MTA 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 MTA 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 MTA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor as additional insured under this Contract It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MTA 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 MTA.

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 MTA 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 MTA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from MTA. 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 MTA. 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 MTA 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 MTA 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 MTA. 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 MTA, 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 MTA, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MTA, 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 affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MTA's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES

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

Contract Manager: Andrew Berman
Location: 555 Northgate Drive, Suite 230
San Rafael, CA 94903
Telephone No.: 415 448-0355

Notices shall be given to Contractor at the following address:

Contractor: Barbara Thornton
Address: 448 Scenic Ave.
San Anselmo, CA 94960
Telephone No.: 415 457-6067

21. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY
Marin Telecommunications Agency:

By: _____

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

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

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MTA Counsel at Marin Telecommunications Agency's Request

MTA Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Contractor will perform the following duties:

- **Coordinate and prepare the monthly MTA Board and Finance and Policy Committee Agendas**
- **Support the development of the Public, Education and Government Access media center through the creation, negotiation and administration of contracts**
- **Administer the development and Implementation of the MTA Strategic Plan**
- **Prepare for Board approval and administer the MTA Budget**
- **Develop and manage the MTA annual Work Plan**
- **Keep abreast of technology and policy changes in the field of telecommunications**
- **Manage the MTA contractors**
- **Administer the CATV Franchises within the MTA's jurisdiction**

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Total Contract Amount: \$130,224

Monthly Payment of: \$10,852