

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

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of November 2005 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and BAY AREA COMMUNITY RESOURCES, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services:

Serve as the fiscal sponsor for the MarinCARES project that is designed to increase professional development and retention levels of early childhood educators (center-based staff and family child care providers)

**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 \$ 120,000 including direct non-salary expenses.

**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: **Budget Ctrs 516-2263 & 235-2533**

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2006.

**7. INSURANCE:**

Unless waived or modified by the County's Risk Manager, before providing services under this Agreement, Contractor shall acquire and maintain the following checked insurance coverages for the term of this Agreement from an insurer acceptable to County. The County, together with any applicable Board of Supervisors governed agency, is to be named as an additional insured. The limits of this insurance are not to be construed as a limit of Contractor's liability under this agreement.

**(a) X Commercial General Liability**

**(i) Minimum Scope of Insurance**

Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent. County must review a non-ISO form prior to acceptance of the Agreement.

**(ii) Mandatory Policy Contents or Endorsement Provisions**

County, and the public entity awarding the Agreement if other than the County, and their officials, employees and volunteers are to be covered as additional insureds for liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and/or Premises owned, leased or used by Contractor. The coverage shall contain no special limitations to the scope of protection afforded to County, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insureds shall be in excess of the Contractor's insurance and shall not contribute with it. The coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County under this Agreement.

**(iii) Minimum Limits of Insurance**

Subject to the option and agreement of the County, Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage with a general aggregate limit of Two Million Dollars (\$2,000,000).

**(b) X Automobile Liability Coverage (NOTE: If this item is not checked, it is understood that contractor will not utilize a vehicle in performing duties outlined in this contract, thereby waiving the automobile liability insurance requirement).**

**(i) Minimum Scope of Insurance**

Except as otherwise provided in (b) (iii) (bb), coverage shall be at least as broad as the Insurance Services Office (ISO) form number CA 0001 (Ed. 1/87), or its equivalent, covering automobile liability Code 1 "any auto".

(ii) Mandatory Policy Contents or Endorsement Provisions

Policy is to include ISO endorsement form CA 0029. Automobile liability is to cover all vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations to the scope of protection afforded to County, its officials, employees or volunteers.

(iii) Minimum Limits of Insurance

Subject to the option and agreement of the County, Contractor shall maintain limits of no less than either (aa) One Million Dollars (\$1,000,000) Combined Single Limit per accident for bodily injury and/or property damage or (bb) Personal Automobile liability coverage of Five Hundred Thousand (\$500,000) bodily injury and property damage.

**(c)     X     Workers' Compensation and Employers' Liability Insurance**  
**(NOTE: If this item is not checked, it is understood that contractor works as an individual and has no employees, thereby waving the workers' compensation insurance requirement).**

(i) Minimum Scope of Insurance

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(ii) Mandatory Policy Contents or Endorsements Provisions

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(iii) Minimum Limits of Insurance

Contractor shall maintain limits no less than Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

**(d) Effective Dates, Cancellation, and Limits Diminution of Mandatory Insurance Policies**

Except for professional liability coverage, which shall not be required unless otherwise specified in this Agreement, all required insurance policies shall be in effect until final acceptance of Contractor's work by County and shall provide that they may not be canceled or materially diminished in limits without first providing County with thirty (30) days written notice of intended cancellation or diminution. If Contractor fails to maintain the required insurance, County may secure insurance and deduct the cost from any funds owing to Contractor. The policies of insurance Contractor is to provide under this agreement shall be for a period of not less than one year.

**(e) Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.

**(f) Applicability to Subcontractors**

In addition to the above policies, if Contractor is to hire a subcontractor under this Agreement, contractor shall require subcontractor to provide insurance identical to the coverage required under this Agreement, and shall require subcontractor to name Contractor as additional insured under its Agreement. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to County.

**(g) Deductibles and Self Insured Retentions**

Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by County. At County's option, the insurer shall reduce or eliminate deductibles or self-insured retentions; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**(h) Verification of Coverage**

Contractor shall furnish County with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person that insurer authorized to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by County or on forms received and approved by County before work commences. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

**(i) Failure to Procure and Maintain the Required Insurance**

Contractor shall not render services under the terms and conditions of this Agreement unless each type of required insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to County as required. If Contractor fails to procure and maintain the required insurance, County may do so, and the premiums of such insurance shall be paid by Contractor to County upon demand. The policies of insurance Contractor is to provide under this agreement shall be for a period of not less than one year. Thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to County a renewal or new policy to take the place of the expiring policy.

**(j) Additional Coverage or Endorsements**

County has the right to request additional coverages and/or endorsements on the insurance as County deems necessary. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

**8 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

On request by County, Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm. The Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year.

**13. TIME OF AGREEMENT:**

This Agreement shall commence on \_\_\_\_\_ and shall terminate on June 30, 2006. Time is of the essence with respect to this Contract.

**14. 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.

**15. 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.

**16. 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.

**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 County, 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 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.

**20. 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 the Living Wage Ordinance, affecting the services covered by this Contract.

**21. COMPLETE AGREEMENT:**

This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties to this Agreement. Unless otherwise stated in this Agreement, neither party shall be liable for any express or implied representations made. The parties intend this Agreement to supersede any prior agreements, discussions, commitments, representations written or oral, between the parties.

**22. 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:

Tina Warren  
Department of Health & Human Services  
20 North San Pedro Road, Suite 2027  
San Rafael, CA 94903  
[twarren@co.marin.ca.us](mailto:twarren@co.marin.ca.us)

Notices shall be given to Contractor at the following address:

Cathleen Campbell  
Bay Area Community Resources  
171 Carlos Drive  
San Rafael, CA 94903  
[ccampbell@bacr.org](mailto:ccampbell@bacr.org)

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement the day and year first above written.

APPROVED BY  
**County of Marin**

By: \_\_\_\_\_  
Harold C. Brown, Jr.  
President, Board of Supervisors

APPROVED AS TO FORM  
**County Counsel**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Cathleen Campbell  
Federal Tax ID#: 94-2346815  
Telephone No.: (415) 444-5580



## EXHIBIT A

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

#### **Scope of Services and Duties**

The services to be provided by Contractor and the scope of Contractor's duties include the following:

1. Contractor will serve as fiscal sponsor the MarinCARES project, under the overall direction of the MarinCARES Advisory Committee and Marin County Child Care Commission.
2. Contractor will be responsible for processing and acknowledgement of cash and non-cash revenue items, accounts payable and receivable, and disbursement of funds.
3. Contractor shall be the employer of record for the MarinCARES project. Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working at the MarinCARES project shall become at-will employees of the Contractor and shall be subject to the same personnel policies and benefits as are required by law to all employees of the Contractor.
4. Contractor shall pay individuals employed by the MarinCARES project through its payroll based on reports of time prepared by MarinCARES project staff.
5. Contractor shall place all revenue including government contract disbursements, grant proceeds, gifts, contributions and other funds received by the Contractor and identified with the MarinCARES project into a designated fund on the Contractor's general ledger solely to support the goals and objectives of the MarinCARES project and consistent with the MarinCARES project funding partners and the Contractor's mission, goals, and objectives. Contractor agrees to spend such funds so as to accomplish the purposes of the MarinCARES project, subject to any donor-imposed restrictions on the charitable use of such assets.
6. Contractor will pay project expenses directly to vendors and suppliers. Contractor shall use managed funds solely for the project as outlined in the Budget included with this agreement as Attachment B. The MarinCARES project budget will be reviewed quarterly against actual expenses. Any anticipated or actual change in expenses will require mutual agreement by amendment to the approved budget.
7. Equipment purchased or any other revenue source deposited to MarinCARES project's designated fund on the Contractor's general ledger will be owned by the Contractor. Equipment will be gifted to the MarinCARES project at such time that MarinCARES becomes a non-profit tax exempt organization or to a receiving organization. Should this agreement be terminated assets may be transferred to a receiving organization at a fair market value. Should MarinCARES cease to exist equipment may be donated to a charitable organization that could make use of same.

## **EXHIBIT B**

### **COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

County will provide Contractor with a total of \$ 120,000 for MarinCARES. Of these funds, \$70,000 are provided through the California Department of Education (Contract GRET 2019) and \$50,000 from the County of Marin. These funds will be used over a one year period as follows:

During FY 2005-06:

- Contractor shall be paid on a quarterly basis in four equal payments. (Oct. 15, 2005; Jan 15, 2006; April 15, 2006; June 15, 2005). Of the total \$120,000:
  - \$12,000 will be paid to the Contractor as an administrative charge for fiscal sponsorship of MarinCARES project.
  - \$108,000 shall be retained in Contractor's designated fund for MarinCARES project solely for project support.