
PROFESSIONAL SERVICES CONTRACT
Executive Officer

THIS AGREEMENT ("Agreement or Contract") is made and entered into this 11th day of January 2024 by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **MCGILL AND ASSOCIATES, LLC**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires to retain Contractor as its Executive Officer in accordance with Article 9 of its Joint Powers Agreement; and

WHEREAS, Contractor warrants that he 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. Contractor agrees to devote all necessary time and energy to accomplish these tasks. The Board of Directors of the Authority shall annually review the performance of Contractor. Contractor shall file an official bond pursuant to Government Code § 6505.1 to be paid by Authority.

2. FEES:

The fees for furnishing services under this Contract shall be \$12,401.00 per month. Said fees shall remain in effect for the entire term of the contract unless modified by agreement. It is anticipated that the contract will take 60% time or 104 hours per month over the course of a fiscal year. The term of this contract is month to month with no express termination date. Each party shall be entitled to 30 days' notice prior to termination.

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 \$12,401.00 per month except that as Executive Officer Contractor would be entitled to reasonable expenses if authorized and budgeted by the Authority during the annual budget process.

4. PAYMENT:

The fees for services under this Contract shall be due upon receipt by Authority of an invoice covering the service(s) rendered for the prior month.

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 liability in the amount of \$300,000.00 and ensure that policy and/or umbrella policy covers trips to meetings for MGSA purposes. 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. EXPENSES:

Any anticipated business expenses must be pre-approved by the Board of Directors as part of the Budget Document. In that event, Contractor shall submit appropriate documentation.

12. TIME OF AGREEMENT:

This Agreement shall commence on January 12, 2024 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:

Contractor serves as Executive Officer pursuant to Article 9 of the Joint Powers Agreement which provides, in part, that the Executive Officer may be removed for any reason by a majority vote of the Board of Directors. Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor will receive 30 days notice in the event of termination. Contractor may terminate his obligations under this Agreement with 30 days notice.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor 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 the Superior Court of the County of Marin, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MGSA 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.

MGSA agrees to indemnify, defend, and hold Contractor 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 MGSA'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 Executive Officer. All notices shall be provided by email to the Executive Officer and President of the Board (with receipt acknowledgement) as well as to Authority at the following location:

Marin General Services Authority
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

Additional notices shall go to the MGSA General Counsel at
260 West MacArthur Street, Sonoma, CA 95476.

Notices shall be given to Contractor at the following address:

McGill & Associates, LLC at: mcgilladam@gmail.com
739 Kendon Lane, Novato, CA 94947

22. SOLE AGREEMENT:

This contract constitutes the sole agreement of the parties regarding the position of Executive Officer of the MGSA. Any prior understandings merge into this contract. Any modifications shall be expressed in writing.

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

APPROVED AS TO FORM:

APPROVED BY:

GENERAL COUNSEL

MGSA

By: David Byers
David Byers (Jan 11, 2024 15:46 PST)
David Byers

By: Greg Chanis
Greg Chanis (Jan 12, 2024 10:28 PST)
President, MGSA Greg Chanis

CONTRACTOR:

By: Adam McGill
Adam McGill (Jan 12, 2024 06:41 PST)
Adam McGill, McGill & Associates, LLC

**Attachment A: Scope of Work
Executive Officer, Adam McGill**

Under the direction of the Board of Directors, the Executive Officer will perform the full duties of a chief executive officer, including:

1. Manage the everyday activities of MGSA, performing the duties normally the responsibility of an Executive Officer
2. Staff the Board of Directors (six regular meetings per year plus other meetings as needed), providing agendas and staff reports, anticipating issues as they evolve and recommending actions
3. Monitor, oversee and evaluate all service contracts, renegotiating them as they conclude
4. Coordinate with the General Counsel and others on the various issues related to MGSA
5. Work closely with other agencies and organizations, in particular with MCSTOPP, Marin Manager's Association, Community Media Center of Marin, Marin Public Works Directors Association
6. Prepare, recommend, and administer MGSA's annual budget; coordinate the preparation of the annual year-end financial audit
7. Evaluate opportunities for programs that might benefit member jurisdictions
8. Stay current with legal and programmatic changes that will affect MGSA programs
9. Administer retention and destruction policy of Agency records and files
10. Represent the MGSA Board in dealings with media, member agencies, other governmental agencies and residents
11. Ensure that all Fair Political Practices Commission filings are completed
12. Other duties as assigned or required












MARIN GENERAL SERVICES AUTHORITY

Final Audit Report

2024-01-12

Created:	2024-01-11
By:	Michael Frank (michael@michaelsfrank.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO0N9RY9NS4Ej8kKL-kQ5lcoPvdnW7cWB

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