

CENTRAL MARIN FIRE AUTHORITY
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT** ("Agreement") is made and entered into this 1st day of November, 2018, by and between the **CENTRAL MARIN FIRE AUTHORITY**, a joint powers local public entity (hereinafter "Authority") and **XMR FIRE EMERGENCY SERVICES CONSULTING**, a Sole Proprietorship (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide the Authority with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as the "Consulting Services."

Section 2. Responsible Individual

The individual directly responsible for the performance of the duties of Consultant is Todd Lando. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant, and that the person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule

Consultant shall be available to work as many hours as required to complete the Consulting Services immediately upon receipt of the signed Agreement from the Authority, and shall complete all tasks in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond his reasonable control.

Section 4. Compensation

In consideration of the performance of the Consulting Services described in Section 1, Consultant shall be compensated at the hourly rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge the Authority for any administrative expenses or overhead, except those expressly specified in Exhibit B attached hereto. Consultant acknowledges and agrees that the compensation to be paid Consultant under this Section 4 represents the full amount due and owing Consultant in connection with performance of the Consulting Services.

Section 5. Amendments

In the event the Authority desires to retain Consultant for the performance of additional services,

or wishes to delete any services in connection with this Agreement, such changes and adjustments to compensation due Consultant shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor

Consultant at all times hereunder shall act as an independent contractor and shall not be an employee, officer, agent, partner, or joint venture of the Authority by virtue of this Agreement. Consultant shall not earn or be entitled to benefits of any kind or nature normally provided employees of the Authority and/or to which Authority's employees are usually entitled, including but not limited to State unemployment compensation or workers' compensation benefits. Nothing in this Agreement shall be construed to mean that the Authority retains any control over the manner and means of how the Consultant performs his duties and responsibilities. It is understood that no deductions will be made from payments to Consultant on account of withholding for income tax, social security, health insurance, retirement, or any other benefits applicable to employees of the Authority. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes.

Section 7. Authority Equipment

Authority agrees to provide Consultant with an Authority polo shirt for use during official business activities solely for the purpose of assuring Consultant is properly identified when Consultant is entering private property for inspection services and the like. No personal use of Authority equipment, supplies or services is allowed. Consultant shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that he has such power. In unusual cases and with advance authorization from the Fire Chief, Consultant may utilize one of the Authority's four-wheel drive vehicles to access remote or rugged terrain for inspection or other purposes specified under this Agreement.

Section 8. Hold Harmless and Indemnification

Consultant shall indemnify, defend and save the Authority, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liabilities, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance of the Consulting Services or otherwise related to his performance of this Agreement to the extent that any such liabilities, claims, suits, actions, damages and/or causes of action arise out of the intentional, negligent or willful misconduct of Consultant.

Section 9. Insurance

General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad

as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Professional Liability

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Section 10. Nondiscrimination

There shall be no discrimination against any person by Consultant while performing the Consulting Services, because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. Authority Personnel Conflict of Interest

No officer, member or employee of the Authority, and no member of the governing body of the Authority, who exercises any functions or responsibilities in the review, approval or undertaking of this Agreement or the services performed thereunder, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such officer, member or employee of the Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest

Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services

hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Authority.

Section 14. Ownership of Documents

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the Authority, including all rights therein of whatever kind and whether arising from common or civil law or equity. The services performed hereunder shall be used solely for the purposes for which they were originally intended.

Section 15. Termination

The Authority may terminate this Agreement at any time without reason stated or required by giving to Consultant written notice of the same and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. If the Agreement is terminated by the Authority as provided herein, Consultant shall be paid for all hours expended under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination Consultant shall immediately cease to undertake any tasks under the Agreement not yet underway, and shall limit his further activities up to the effective date of termination to those tasks necessary to wind up work then underway.

Section 16. Dispute Resolution

Should any disagreement or dispute between the Authority and Consultant arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the Authority and Consultant be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the Authority and Consultant each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The Authority and Consultant each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The Authority and Consultant each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express intent of both the Authority and

Consultant to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

Section 17. Notices

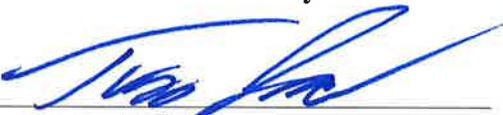
All notices, written communications and invoices under this Agreement shall be addressed as follows:

If to Authority: Scott Shurtz, Fire Chief
Central Marin Fire Authority
342 Tamalpais Drive
Corte Madera, CA 94925

If to XMR Fire: Todd Lando
P.O. Box 1146
Woodacre, CA 94973-1146

In Witness Whereof, the Authority and Consultant have executed this Agreement as of the date first written above.

Central Marin Fire Authority

By: 
Todd Cusimano,
Executive Manager

XMR Fire Emergency Service Consulting

By: 
Todd Lando

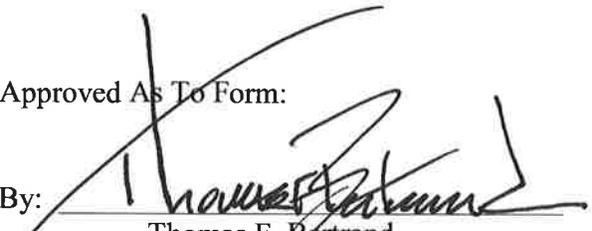
Approved As To Form:
By: 
Thomas F. Bertrand,
Authority Legal Counsel

EXHIBIT A

SCOPE OF WORK

Consultant shall provide community risk reduction services to the Central Marin Fire Authority. These services shall be performed at the request of the Fire Chief or his designee. The scope of consultant's services shall include but not be limited to:

- (a) Designs, develops, and implements vegetation fuel mitigation projects. Oversees the work of contractors providing services related to fuel reduction;
- (b) Develops and implements public communications messaging related to wildfire hazards and vegetation fuels;
- (c) Provides GIS, mapping, and modeling of wildfire fuels, risk, and hazard;
- (d) Coordinates and liaisons with community groups to adopt Firewise USA recognition;
- (e) Develops, justifies, and administers grant funding opportunities for vegetation management and community education projects;
- (f) Works closely and collaboratively with local, State and Federal agencies, as well as with Fire Safe Councils and community groups, providing guidance, direction and training, and ensuring that a regional strategic approach to community wildfire protection is established and maintained;
- (g) Develops and implements training programs for fire service personnel related to wildfire hazard reduction. Plans, supervises, reviews and evaluates the work of fire personnel assigned to residential wildfire hazard inspections;
- (h) Reviews code and ordinance revisions and recommends policy or procedural changes related to wildfire hazards and vegetation management; drafts proposed code and ordinance changes relative to wildfire hazard mitigation and prevention, including vegetation management;
- (i) Acts as the Authority's specialist regarding vegetation management legislation and policy;
- (j) Ensures Authority and program compliance with environmental laws and ordinances related to vegetation management;
- (k) Applies communications and mitigation concepts to community risk reduction from all natural hazards, including floods, storms, and weather related emergencies;
- (l) Conducts studies, prepares recommendations and reports and appears before various County commissions and local, State and Federal agencies on matters concerning fire prevention and vegetation management;
- (m) Provides communications and public information related to wildfire preparedness during periods of high fire danger or during natural hazards incidents; coordinates re-vegetation projects after wildfires;
- (n) Works in coordination with the Fire Marshal;
- (o) Manages media relations, including monitoring and responding to social media issues, creating press releases and social media messaging; and
- (p) Manages website design and maintenance.

EXHIBIT B

FEE SCHEDULE

No retainer is required or agreed to under this Agreement. Consultant shall be paid solely on an hourly basis, consistent with the provisions of Section 4 of this Agreement, as follows: \$105 per hour. Consultant shall bill the Authority monthly, providing detailed, itemized billing statements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Todd Lando 46 Oak Grove Avenue Woodacre CA 94973	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-2219289-EO-18	04/03/2018	04/03/2019	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

[Blank space for Certificate Holder Name]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL: contact@hiscox.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Todd Lando 46 Oak Grove Avenue Woodacre CA 94973	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

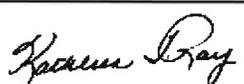
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-2389063-CGL-18	10/16/2018	10/16/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 0
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N				PER STATUTE OTH-ER
			N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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