

**RICHARDSON BAY REGIONAL AGENCY
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this December 2, 2024, by and between the RICHARDSON BAY REGIONAL AGENCY hereinafter referred to as "Agency" and Beth A. Pollard, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Agency desires to retain a person or firm to provide the following service: Contractor will provide professional consulting services and special project assistance to support the Richardson Bay Regional Agency (RBRA); and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by Agency, 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 Agency 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 Agency 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 Agency with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO AGENCY:

In no event will the cost to Agency for the services to be provided herein exceed the maximum sum of \$20,000, including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to Agency may be amended by written notice from Agency to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on November 14, 2024 and shall terminate on June 30, 2025. 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:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The Agency shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00. The Agency and Contractor agree that the services to be provided under this Contract do not involve or require the use of any type of vehicle by Contractor, and that the Contractor shall be liable for any voluntary use of a vehicle on the part of the Contractor in performances of services under this contract.

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, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to Agency prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Agency specifically consents to a "claims made" basis. The insurer shall supply Agency adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the Agency immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, Agency 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. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Agency based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment 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 Agency 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 and Agency as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the Agency 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 Agency.

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 Agency 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 Agency's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the Agency as a work for hire. The Agency shall be considered, for all purposes, the owner of the work product and shall have all rights of ownership to the work, including, but not limited to, the non-exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. The Agency hereby grants Contractor a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity. Contractor must receive written permission from the Agency prior to granting others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Agency hereby acknowledges and agrees that ownership of such work product shall not be transferred to the Agency. Rather Contractor hereby grants the Agency a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity and may grant others grant others limited rights to use the work product.

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 Agency may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for underperformance or failure to perform services herein if such performance of services is inadvisable, impractical, or prevented by acts of God, riot, fire, flood, acts of war, insurrection, accident, order of any court, strikes, labor disputes, or other forces over which the Contractor has no control. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform.
- 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. APPROPRIATIONS:

The Agency's performance and obligation to pay under this Contract is contingent upon an appropriation by the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party. Should the funds not be appropriated Agency may terminate this Contract with respect to those payments for which such funds are not appropriated. Agency will give Contractor thirty (30) days' written notice of such termination. All obligations of Agency to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an appropriation or grant from the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party, Agency's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, Agency may reduce the Maximum Cost to Agency identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance 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 Agency. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract 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 Agency, 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 Agency, 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.

20. 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 Board of Supervisors Resolution #2005-97 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 Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, Agency will automatically withhold 7% from all payments made to vendors who are non-residents of California.**

2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by Agency.
- The Contractor shall provide immediate written notice to Agency if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on Agency’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 Agency at the following location:

Contract Manager: Executive Director Brad Gross
Small Business (SIC 23-3022-1040 PCT)
 Dept./Location: Richardson Bay Regional Agency
 3501 Civic Center Drive, Room 308
 San Rafael, CA 94903
 Telephone No.: 650-587-7300 x 124

Notices shall be given to Contractor at the following address:

Contractor: Beth A. Pollard
 Address: 640 Spokane Ave
 Albany, CA 94706
 Telephone No.: 510-812-6284

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

- EXHIBIT A.**
- EXHIBIT B.**
- EXHIBIT C.**
- EXHIBIT D.**
- EXHIBIT E.**

x	Scope of Services	<u>BP</u>
x	Fees and Payment	<u>BP</u>
	Insurance Reduction/Waiver	
	Contractor’s Debarment Certification	
	Subcontractor’s Debarment Certification	

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

CONTRACTOR:

**APPROVED BY:
RICHARDSON BAY REGIONAL AGENCY**

By: Beth A. Pollard
Name: Beth A. Pollard
Title: Contractor

By: Brad Gross
Brad Gross (Dec 3, 2024 10:48 PST)
Name: Brad Gross
Title: Executive Director

AGENCY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

Agency Counsel: _____ Date: _____

EXHIBIT "A"

Contractor will provide professional consulting services and special project assistance to support the Richardson Bay Regional Agency (RBRA).

The Contractor's management experience in city and county government and past role as Executive Director of RBRA allows for efficient part-time consulting and special project management to ensure continuity of current RBRA policy objectives, as determined by the RBRA Board of Directors.

Project Scope

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

AGENCY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. \$170.00 per hour.
- (2) SUBCONTRACTORS: N/A
- (3) MILEAGE N/A
- (4) TRAVEL COSTS. N/A
- (5) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for AGENCY. Payment for additional services shall be made to CONTRACTOR by AGENCY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is November 14, 2024 through June 30, 2025. The maximum amount payable to the Contractor under this Contract for this period shall not exceed \$20,000.

EXHIBIT "C"
INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE: RICHARDSON BAY REGIONAL AGENCY

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance			
Automobile Liability Insurance	X		
Workers' Compensation Insurance	X		
Professional Liability Deductible			

Please set forth the reasons for the requested reductions or waiver.

Limited Risk: hold harmless provisions of contract sufficient for services provided.

Contract Manager Signature: Brad Gross
Brad Gross (Dec 3, 2024 10:48 PST)

Date: 12/02/24

Extension: none

Approved by Risk Manager: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2024

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 have ADDITIONAL INSURED provisions or 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 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Beth Pollard 640 Spokane Avenue Albany, CA 94706	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:		Y	P101.472.150.3	06/29/2024	06/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 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 <input type="checkbox"/> 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 <input type="checkbox"/> N/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		Y	P101.472.044.3	06/29/2024	06/29/2025	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**

Richardson Bay Regional Agency	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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12-2-24 Pollard PSC -FINAL

Final Audit Report

2024-12-03

Created:	2024-12-02
By:	Karen Prows (kprows@rgs.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAF2ls-7--Gug72GUhYN7yuKBOzxm848u

"12-2-24 Pollard PSC -FINAL" History

-  Document created by Karen Prows (kprows@rgs.ca.gov)
2024-12-02 - 11:47:15 PM GMT
-  Document emailed to Beth Pollard (bethapollard@gmail.com) for signature
2024-12-02 - 11:47:19 PM GMT
-  Email viewed by Beth Pollard (bethapollard@gmail.com)
2024-12-03 - 0:34:02 AM GMT
-  Document e-signed by Beth Pollard (bethapollard@gmail.com)
Signature Date: 2024-12-03 - 0:38:55 AM GMT - Time Source: server
-  Document emailed to Brad Gross (bgross@rgs.ca.gov) for signature
2024-12-03 - 0:38:57 AM GMT
-  Email viewed by Brad Gross (bgross@rgs.ca.gov)
2024-12-03 - 2:41:11 AM GMT
-  Document e-signed by Brad Gross (bgross@rgs.ca.gov)
Signature Date: 2024-12-03 - 6:48:11 PM GMT - Time Source: server
-  Agreement completed.
2024-12-03 - 6:48:11 PM GMT