

**PERSONAL SERVICES AGREEMENT
TOWN OF FAIRFAX**

THIS AGREEMENT is amended on this 6th day of June, 2012, by and between the Town of Fairfax (hereinafter referred to as "Town") and Wayne Bush (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Town desires to retain the services of Consultant to project manage federal and state grants; and

WHEREAS, Consultant is qualified by virtue of experience, training, education and expertise to provide such services.

NOW, THEREFORE, Town and Consultant mutually agree as follows:

Section 1. Scope of Work.

Consultant shall project manage the Pavilion Seismic Retrofit grant, the Street Resurfacing Project, the Pastori Sidewalk Project, and other projects as assigned by the Town Manager. Consultant warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

Section 2. Term.

This Agreement shall commence on July 1, 2012 and continue until June 30, 2013.

Section 3. Compensation.

3.1 Rate Schedule.

Services provided by Consultant shall be billed to the Town at an hourly rate of no more than \$150.00. The total amount shall not exceed \$50,000.

Included within the above compensation are all the Consultant's ordinary office and overhead expenses.

3.2 Method of Payment.

Payment shall be made in compliance with the terms of the payment schedule set forth in the approved task order.

3.3 Records of Expenses.

Consultant shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at all times to Town.

Section 4. Independent Contractor.

It is agreed that Consultant shall act and be an independent contractor and not an agent or

employee of Town and shall obtain no rights to any benefits which accrue to those agencies' employees.

Section 5. Limitations upon Subcontracting and Assignment.

Consultant shall not contract with any other entity to perform the services required without written approval of the Town. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the Town following consultation with the Steering Committee. If Consultant is permitted to subcontract any part of this Agreement, Consultant shall be responsible for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and Town. All persons engaged in the work will be considered employees of Consultant. Town will deal directly with and will make all payments to Consultant.

Section 6. Changes to Scope of Work.

Changes in the Scope of Work may occur from time to time, within the general framework of the Scope that has already been outlined. In the event of a change which exceeds the general framework as outlined in the Scope of Work as set forth in Section 1, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new agreement, including but not limited to any additional Consultant's fees.

Section 7. Familiarity with Work.

By executing this Agreement, Consultant warrants that it has investigated the work to be performed and is capable of performing that work.

Section 8. Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 9. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

Section 10. Conflicts of Interest.

Consultant covenants that it 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 the services contemplated by this Agreement.

Section 11. Copies of Work Product.

All reports submitted shall be in electronic reproducible format.

Section 12. Ownership of Documents.

All reports, information, data and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Consultant agrees that they shall not be made available to any individual or organization without prior written consent of the Town. All such reports, information, data, and exhibits shall be the property of the Town and shall be delivered to the Town upon demand.

Section 13. Indemnity.

Town shall defend, save harmless and indemnify Consultant against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Consultant's duties herein unless the act or omission involved illegal, willful or wanton misconduct. The Town shall indemnify Consultant against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Consultant in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties, except for the Consultant's illegal acts or acts of willful or wanton misconduct.

Section 14. Termination.

Town shall have the right to terminate this Agreement by giving thirty (30) days' advance written notice of termination to Consultant. Consultant shall be entitled to full payment for services performed prior to the effective date of termination

Section 15. Notice.

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To Town: Town Manager
 Town of Fairfax
 142 Bolinas Road
 Fairfax, CA 94930

To Consultant: Wayne Bush
 27 Bridge Road
 Larkspur, CA. 94939

Section 16. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 17. Dispute Resolution.

In the event that any dispute should arise between the Town and Consultant in any way relating to this Agreement, the parties agree that, before resorting to any other method of resolving the dispute, the matter shall be submitted to Marin Mediation Services or to a mediator chosen by agreement of the parties.

Section 18. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF FAIRFAX

By: _____
Michael Rock, Town Manager

CONSULTANT

By: _____
Wayne Bush, Consultant

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