

**BAY AREA REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY
STANDARD SERVICES AGREEMENT**

This Agreement, is by and between the Bay Area Regional Interoperable Communications System Authority ("BayRICS"), and Corey Reynolds ("Contractor"). BayRICS and Contractor are hereinafter collectively referred to as the "Parties." The Agreement will be effective on July 1, 2019 and shall run through June 30, 2020, unless terminated prior to that date as provided in Section 13. The Parties may extend the term of this Agreement for additional periods by mutual agreement.

RECITALS

- A. BayRICS desires to obtain the services of a General Manager, as more fully described in Exhibit A hereto, "Definition of Services."
- B. Contractor is professionally qualified to provide such services and is willing to provide same to BayRICS on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

- 1. **SCOPE OF SERVICES:** Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. Exhibits A and B are attached hereto and incorporated herein by this reference.
- 2. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor and can perform work for others. Contractor is not the agent or employee of the BayRICS in any capacity whatsoever and BayRICS shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, his employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and Contractor agrees to indemnify and hold BayRICS harmless from any and all liability which BayRICS may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, BayRICS shall not have nor exercise any control or direction over the methods by which Contractor shall perform the work and services called for under this Agreement. Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of BayRICS.

Contractor does, by this Agreement, agree to perform his said work and to function at all times in strict accordance with currently approved methods and practices in his field and acknowledges that the sole interest of BayRICS is to ensure that said service shall be performed and rendered in a competent, professional efficient, timely and satisfactory manner.

Notwithstanding the foregoing, if the BayRICS in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, BayRICS may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

3. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall release, hold harmless, defend and indemnify the BayRICS, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The BayRICS may, at its option, participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

4. INSURANCE: Contractor shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000.00; an automobile liability insurance policy in the minimum amount of \$300,000.00; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000.00 to cover any claims arising out of Contractor's performance of services under this Agreement. All insurance, except professional liability, shall name the BayRICS, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the BayRICS.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Chairperson of the BayRICS Board of Directors; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the BayRICS Chairperson.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If Contractor employs any person, he shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the BayRICS. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days

written notice to the BayRICS; and 2) provide for a waiver of any right of subrogation against the BayRICS to the extent permitted by law.

Contractor shall promptly forward all insurance documents to the BayRICS.

5. **CONFORMITY WITH LAW AND SAFETY:** In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.
6. **PAYMENT:** For services performed in accordance with this Agreement, payments will be made, and payment shall be made to Contractor as provided in Exhibit B hereto.
7. **TRAVEL EXPENSES:** Contractor shall be allowed and compensated for reasonable travel expenses to carry out the work of the BayRICS as approved by the Chairperson of the BayRICS Board of Directors in accordance with Alameda County travel reimbursement policies, as the same may be amended from time to time.
8. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
9. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the BayRICS and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the BayRICS, the Contractor, the Contractor's sub-contractors, or third parties at the request of the Contractor (collectively, "Documents and Materials").

Contractor also hereby assigns to the BayRICS and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's information system(s), respecting in any way the subject matter of this Agreement.

Contractor agrees to take such further steps as may be reasonably requested by BayRICS to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the BayRICS and any assignee of the BayRICS an express, exclusive and irrevocable royalty -free license to retain and use said Documents and Materials. The rights of the BayRICS rights under this Section 9 shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement Contractor shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

10. **CONFLICT OF INTEREST; CONFIDENTIALITY:** Contractor covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the BayRICS, as determined in the reasonable judgment of the Board of Directors of the BayRICS. Entering into this agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the BayRICS will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to immediately notify BayRICS in accordance with Section 11 of this Agreement, if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the BayRICS hereunder.

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To: BayRICS: BayRICS Authority
Alameda County Sheriff Office of Emergency Services
4985 Broder Blvd.
Dublin CA. 94568
Attn: Chairperson of the BayRICS Board of Directors

To: Contractor: Corey Reynolds
451 Kansas St. Unit 507
San Francisco, CA 94107

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. **USE OF BayRICS PROPERTY:** Contractor shall not use BayRICS property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his obligations under this Agreement.
13. **TERMINATION:** Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The BayRICS has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the BayRICS should abandon, terminate or suspend Contractor's work, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for services shall be limited to payment for time actually worked prior to the effective date of said suspension, termination or abandonment.
14. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.
15. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between BayRICS and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
16. **HEADINGS:** Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
17. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

18. ASSURANCE OF PERFORMANCE: If at any time BayRICS believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, BayRICS may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to BayRICS, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of his receipt of BayRICS request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 12 of this Agreement.

19. SEVERABILITY: If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

20. SIGNATORIES: By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

BAY AREA REGIONAL
COMMUNICATIONS SYSTEM
AUTHORITY

CONTRACTOR

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DEFINITION OF SERVICES

The General Manager shall perform the services described below for BayRICS on an hourly basis:

- a. Schedule meetings, prepare all agendas, staff reports, and minutes for the BayRICS Board of Directors and committee meetings, as well as maintain all public records as appropriate;
- b. Process all statutory filings and ensure that noticing requirements are met within required time frames;
- c. Under BayRICS direction, obtain and maintain appropriate insurance to ensure that the BayRICS member agencies, and Board members are appropriately covered;
- d. Under BayRICS direction, coordinate recruitment of legal counsel for the BayRICS, and ensure that legal counsel is included where appropriate on issues that impact the BayRICS.
- e. Develop, recommend and administer the yearly budget, and manage BayRICS finances, including securing required audits;
- f. Ensure that all member agencies have been appropriately charged and billed, and that funds have been collected for their participation in the BayRICS;
- g. Regularly publish information bulletins, project reports and updates, and information memorandums to BayRICS web site to ensure effective and complete transparency for all project related communications with BayRICS stakeholders, vendors and public/private interests;
- h. Negotiate and administer all contracts approved by BayRICS, ensuring adherence to statutory procurement requirements for BayRICS;
- i. Maintain regulatory compliance with all licenses and lease arrangements for radio spectrum and ensure compliance with all applicable Federal Communications Commission and other federal rules and regulations, as necessary;
- j. Represent BayRICS on various local, state, and federal government committees and working groups that impact the BayRICS mission;
- k. Work to obtain federal and state grants to support the operations of BayRICS, and identify other funding opportunities, as appropriate;
- l. Meet with non-member governmental agencies to promote their participation in BayRICS;
- m. Maintain and update the BayRICS website, in a professional manner;
- n. Serve as the public information officer and point of contact for all media requests regarding issues related to the BayRICS;
- o. Assume responsibility for all employment practices including recruitment, testing, hiring, training, evaluation, and termination, as well as ensure adoption of the personnel practices of one of the member agencies;
- p. Promote regional interoperability through the development and maintenance of applicable guidelines, policies, and procedures, and maintaining an accessible repository of regional interoperability resources;
- q. Make comprehensive assessments and recommendations that address regional interoperability and communications system strengths and weaknesses. With BayRICS approval, establish working groups to assist in making these assessments and recommendations;
- r. Other duties as assigned by the Board.

EXHIBIT B
PAYMENT TERMS

1. BayRICS will pay Contractor within thirty (30) days, upon receipt of invoice.
2. Contractor will be compensated at the rate of One Hundred Fifteen Dollars (\$115.00) per hour for work performed in accordance with Exhibit A, the "Definition of Services." Contractor will not bill for more than 1020 hours per Fiscal Year without express approval by the BayRICS Board of Directors.
3. Upon execution of this Agreement by BayRICS, the BayRICS Chairperson of the Board and Contractor shall forthwith jointly review and determine a schedule for the timely performance of Contractor's services hereunder. The agreed upon schedule shall be convenient to both Parties and will be flexible, as opposed to having fixed hours. Contractor will be responsible to track hours worked on a daily basis and submit bi-weekly records detailing hours worked.
4. The Chairperson of the Board of Directors will review in writing bi-weekly time records submitted by Contractor. Contractor will then submit the time records to the Alameda County Auditor for payment.
5. The parties agree to meet and confer to evaluate this contract no less than annually.