

**BAYRICS JOINT POWER AUTHORITY
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019 is by and between the BayRICS Joint Power Authority (BAYRICS JPA), hereinafter referred to as the “BAYRICS JPA”, and D. Marie Smith, herein after referred to as the “Contractor”. This agreement shall terminate on or before December 31, 2019, unless extended by mutual agreement of the parties.

WITNESSETH

WHEREAS, BAYRICS JPA desires to obtain Secretary to the BayRICS Authority services as established in the JPA Charter Section 3.05 and more fully described in Exhibit A, “Scope of Services” attached hereto.

WHEREAS, Contractor is professionally qualified to provide such services and is willing to provide same to BAYRICS JPA.

NOW, THEREFORE it is agreed that BAYRICS JPA does hereby retain Contractor to provide such services, and Contractor accepts such engagement, pursuant to the General Terms and Conditions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Scope of Services
- Exhibit B Payment Terms

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

BAYRICS JOINT POWER AUTHORITY

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the BayRICS Joint Power Authority (BAYRICS JPA) in any capacity whatsoever and BAYRICS JPA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or other 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 agrees to indemnify and hold BAYRICS JPA harmless from any and all liability which BAYRICS JPA 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 JPA.

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

Notwithstanding the foregoing, if the BAYRICS JPA determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, BAYRICS JPA may upon two weeks notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the Bay Area Regional Interoperable Communications System Authority, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to

attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is 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 JPA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. 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
4. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto. In no event shall the total compensation paid to Contractor exceed \$6,000.00 per year, as defined as each anniversary of the date of this Agreement.
5. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
6. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
7. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the BAYRICS JPA 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 JPA, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the BAYRICS JPA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by BAYRICS JPA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the BAYRICS JPA and any assignee of the BAYRICS JPA an express royalty – free license to retain and use said Documents and Materials. The BAYRICS JPA rights under this paragraph 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" of this Agreement have been fully performed or paid for.

8. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the BAYRICS JPA that Contractor has no present, and will have no future, conflict of interest between providing the BAYRICS JPA services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the BAYRICS JPA, as determined in the reasonable judgment of the Board of Directors of the BAYRICS JPA.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the BAYRICS JPA will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the BAYRICS JPA if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the BAYRICS JPA hereunder.

9. 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.

Electronic (email) transmission: When sent by email 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 email 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 JPA: BayRICS Joint Powers Authority

Alameda County Office of Homeland Security and Emergency
Services
4985 Broder Blvd.
Dublin CA. 94568
Attn: General Manager

To Contractor: D. Marie Smith
PO Box 495
Elk Grove, CA 95759

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 by giving the other party notice of the change in any manner permitted by this Agreement.

10. USE OF BAYRICS JPA PROPERTY: Contractor shall not use BAYRICS JPA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
11. TERMINATION: This agreement shall terminate on or before June 30, 2018, unless extended by mutual agreement of the parties. The BAYRICS JPA, through its Chairperson, has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor with or without cause at any time upon giving to the Contractor prior written notice. In the event that the BAYRICS JPA should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder 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 its Support Services shall only be payment for time actually worked prior to the effective date of said suspension, termination or abandonment. Contractor may terminate this Agreement upon fourteen (14) days written notice as provided herein.
12. 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.
13. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between BAYRICS JPA 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.

14. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
15. 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.
16. ASSURANCE OF PERFORMANCE: If at any time BAYRICS JPA 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 JPA may request from Contractor prompt written assurances of performance and a written plan acceptable to BAYRICS JPA, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of BAYRICS JPA 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 is a material breach under this Agreement.
17. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
SCOPE OF SERVICES**

Contractor shall perform, on an independent basis, services as Secretary of the BayRICS Authority, as established in the BayRICS JPA Charter Section 3.05, on an hourly basis as described below:

1. Prepare agendas, minutes, staff reports, and resolutions for the Board of Directors and committee meetings.
2. Post meeting notices and agendas and attend the Board of Directors meetings to insure adherence to Brown act requirements.
3. Take minutes of each Board meeting.
4. Coordinate State mandated filings for board members and other filings required for the Authority.
5. Ensure that the BAYRICS JPA web site is up to date and that all documents supporting the Board of Directors and Committee meetings of the BAYRICS JPA are posted in a timely manner.
6. Maintain records and process invoices for member annual fees and other funds to support the Authority.
7. Other duties as assigned.

**EXHIBIT B
PAYMENT TERMS**

1. BayRICS Joint Power Authority (BAYRICS JPA) will pay Contractor within thirty (30) days, upon receipt of invoice.
2. Invoices will be reviewed by the BAYRICS JPA, Chair of the Board of Directors, or the Chair's designee.
3. Payment under the terms of this Agreement, the Contractor will be compensated at fifty dollars (\$50) per hour for hours worked, billable in 0.5 hour increments. This amount will be considered total compensation for work performed.
4. Contractor's will not bill for more than 40 hours over the term of this agreement, without express approval by BAYRICS JPA.
5. Upon execution of this Agreement, BAYRICS General Manager shall identify the tasks to be performed, and Contractor shall create a schedule governing the performance of Contractor's services. The Contractor will be responsible to track hours devoted to performing services under this Agreement and will submit invoices twice monthly.