

## CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December 2015, by and between the **SACRAMENTO TRANSPORTATION AUTHORITY** (hereinafter called "AUTHORITY"), and **BRIAN WILLIAMS** (hereinafter called "CONSULTANT").

### **Recitals:**

WHEREAS, the AUTHORITY, a California local transportation authority, exists under the authority of Section 180000 et seq. of the California Public Utilities Code;

WHEREAS, the AUTHORITY requires the services of an **interim Executive Director** to provide administration and transition services while it recruits for and hires a permanent replacement Executive Director.

WHEREAS, the AUTHORITY has determined that CONSULTANT is best qualified to perform the required services;

WHEREAS, CONSULTANT is able and willing to perform these services under the terms and conditions of this Agreement;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### 1. SCOPE OF SERVICES

AUTHORITY hereby engages CONSULTANT, and CONSULTANT agrees to provide all necessary labor and services required to administer the AUTHORITY for an interim period not to exceed two months.

### 2. COMPENSATION

Compensation for services rendered by CONSULTANT under this Agreement shall not exceed twenty-two thousand five hundred dollars (\$22,500.<sup>00</sup>) unless authorized in writing by AUTHORITY. CONSULTANT shall be compensated at a rate of one hundred twenty-five dollars (\$125.<sup>00</sup>) per hour for labor and actual costs incurred for reimbursable expenses: communication, reproduction, and travel.

### 3. PAYMENT

Upon submission of invoices by CONSULTANT and upon approval by the Board Chair, AUTHORITY shall pay CONSULTANT monthly in arrears for work performed for the prior month. Monthly invoices submitted by CONSULTANT shall itemize hourly costs incurred in relation to work tasks. Each invoice shall be accompanied by a progress report of work performed during the period for which payment is claimed.

4. TIME OF COMMENCEMENT AND COMPLETION OF WORK

The time for commencing work under this agreement shall be January 1, 2016. The contract period will end February 29, 2016.

5. MODIFICATION OR TERMINATION

This Agreement may be modified or amended only by written instrument signed by both parties hereto. CONSULTANT'S compensation and the time of performance of the Agreement shall be adjusted by mutual written agreement of the parties if they are materially affected by such modifications or amendment.

This Agreement may be terminated, without cause, by either party upon written notice to the other party. Upon termination and upon compliance with Section 14, Ownership of Work Product, CONSULTANT will be paid for all costs incurred in good faith in accordance with the terms of this Agreement that are unpaid on the effective date of termination. CONSULTANT shall only be paid for any services completed and provided prior to AUTHORITY'S issuance of a written notice of termination.

6. DISPUTES

If a question of fact in connection with the work described herein cannot be resolved between CONSULTANT and the AUTHORITY'S Board Chair, the question shall be submitted to the AUTHORITY'S Governing Board for resolution. The resolution recommended by the AUTHORITY'S Governing Board shall be final.

7. BEST EFFORTS OF CONSULTANT

CONSULTANT agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all of the duties that may be required of or from him, pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the AUTHORITY. CONSULTANT shall not subcontract any work performed under this Agreement.

8. STANDARD OF CARE

AUTHORITY has relied upon the professional ability and training of CONSULTANT as represented by CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all work will be performed, at a minimum, in accordance with generally accepted professional practices and standards.

9. CONFLICT OF INTEREST

CONSULTANT shall comply with applicable requirements of the Political Reform Act and Fair Political Practices Commission (FPPC) implementing regulations. Following the execution of this Agreement and during the term of this Agreement, CONSULTANT shall not enter into any new agreements with other entities that would constitute a financial conflict of interest with the AUTHORITY or the purposes of this AGREEMENT.

10. DISCRIMINATION

Services rendered under this Agreement shall be rendered without discrimination on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

11. COMPLIANCE WITH THE LAW

CONSULTANT shall be subject to and comply with all federal, state, and local laws and regulations applicable with respect to its performance under this agreement.

12. INSPECTION

CONSULTANT'S performance and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of AUTHORITY.

13. SUBCONTRACT AND ASSIGNMENT

CONSULTANT shall not enter into subcontracts for any work contemplated under this Agreement, and shall not assign this Agreement or monies due or to become due, without the prior written consent of the AUTHORITY.

14. OWNERSHIP OF WORK PRODUCT

AUTHORITY shall be the owner of, the owner of the copyright with respect to, and shall be entitled to possession of any computations, plans, correspondence, and other pertinent data and information gathered by, computed by, or prepared by CONSULTANT pursuant to this Agreement and prior to termination of this Agreement by either party or upon completion of the work pursuant to this Agreement.

15. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between and among the parties hereto.

Notwithstanding CONSULTANT'S status as an independent contractor, AUTHORITY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law; and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding AUTHORITY'S liability under said laws and does not abrogate CONSULTANT'S status as an independent contractor as described in this Agreement.

16. NOTIFICATION

Any notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage pre-paid, and addressed as follows:

AUTHORITY

Board Chair  
Sacramento Transportation Authority  
431 I Street, Suite 106  
Sacramento, CA 95814

CONSULTANT

Brian Williams  
4013 Esperanza Drive  
Sacramento, CA 95864

17. COMPONENT PARTS OF THE AGREEMENT

The Agreement entered into consists solely of this contract documents. There are no other component parts of the contract.

18. NON-WAIVER OF BREACH

CONSULTANT agrees that any waiver of any breach or violation of any term or condition of this Agreement, or failure to enforce any term or condition of this Agreement, shall not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

19. INDEMNIFICATION

AUTHORITY shall indemnify, defend, and hold harmless CONSULTANT from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of services required by this Agreement; provided that the AUTHORITY'S duty to indemnify, defend, and hold harmless thereunder shall not extend to CONSULTANT'S acts, errors or omissions that are outside the scope of the Agreement; or as result of CONSULTANT'S actual fraud, corruption or actual malice; or based on any contention

by CONSULTANT that an employer-employee relationship exists under any statutory workers' compensation law.

CONSULTANT hereby indemnifies and holds AUTHORITY harmless from any and all claims that may be made against AUTHORITY based on any contention, civil action or administrative action brought by a third party or CONSULTANT that an employer-employee relationship exists by reason of this Agreement. The indemnity in this section shall survive termination or expiration of the Agreement.

20. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

21. COUNTERPARTS TO AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this agreement.

22. SEVERABILITY

If any provision or any part of any provision of this Agreement is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

23. ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties hereto, and there are no inducements, promises, terms, conditions, or obligations made or entered into by the AUTHORITY or CONSULTANT other than those contained herein. The foregoing provisions are understood and agreed to by CONSULTANT.

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

SACRAMENTO TRANSPORTATION  
AUTHORITY

BRIAN WILLIAMS

BY \_\_\_\_\_  
Steve Hansen  
Board Chair

BY \_\_\_\_\_  
Brian A. Williams

APPROVED AS TO FORM:

\_\_\_\_\_  
AUTHORITY COUNSEL