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Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007 (916) 228-3070 – Fax (916) 228-3079

9:00 a.m.

Tuesday, September 24, 2019
MEETING OF THE GOVERNING BOARD
3121 Gold Canal – Rancho Cordova, CA 95670

The Board will convene in open session at 9:00 a.m.

Call to Order Chairperson

Roll Call of Member Agencies Secretary

Primary Board Members

Chris Costamagna, Chairperson Mike McLaughlin, Vice Chairperson Chad Wilson, Board Member Tyler Wagaman, Board Member Deputy Chief, Sacramento Fire Department Fire Chief, Cosumnes Fire Department Division Chief, Folsom Fire Department Assistant Chief, Sacramento Metropolitan Fire District

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three (3) minutes.

RECESS TO CLOSED SESSION: Approximately 1 hour (9:00 – 10:00 a.m.)

CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s) Lindsay Moore, Counsel

Marc Bentovoja, Executive Director

Employee Organization(s) Teamsters Local 150
Teamsters Local 856

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

- a. Discipline/Dismissal/Release (2 matters)
- CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*
 - a. Pursuant to California Government Code Section 54956.9(b)
 The Board will meet in closed session to discuss significant exposure to litigation.
 One (1) potential case

RECONVENE TO OPEN SESSION: Begins at 10:00 a.m.

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting Synopsis (September 10, 2019)

Page

4-6

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

Approval of Independent Contractor Agreement for Office Specialist
 Services – Tara Springer
 Page
 7-17

DISCUSSION/POSSIBLE ACTION:

None

INFORMATION:

1.	Update of SRFECC Projects	Page	18
2.	Center Personnel Update	Page	19
3.	Center Financial Reports	-	
	a. Budget to Actuals (July)	Page	20-22
	b. Monthly Credit Card Usage Report	Page	23-24
	c. Monthly Umpqua Lease Agreement (July)	Page	25
4.	Communications Center Reports	Page	26-31

CENTER REPORTS:

- 1. Executive Director Bentovoja*
- 2. Deputy Director Soares (Operations)*
- 3. Deputy Director House (Administration)*
- 4. Medical Director Mackey*

CORRESPONDENCE:

None

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is October 22, 2019.

Location: 10545 Armstrong Ave – Room #384-385

Mather, CA 95655-4102

Time: 9:00 a.m.

Distribution: Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827

www.srfecc.ca.gov

10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure

^{*}INDICATES NO ATTACHMENT

accessibility to this meeting.

POSTING:

This is to certify that on September 20, 2019, I posted a copy of the agenda:

- -at 3121 Gold Canal, Rancho Cordova, CA 95670
- -at 10230 Systems Parkway, Sacramento, CA 95827
- -on the Center's website which is: www.srfecc.ca.gov
- -10545 Armstrong Ave, Mather, CA 95655-4102

Clerk of the Board

*INDICATES NO ATTACHMENT

GOVERNING BOARD MEETING

September 10, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna Sacramento Fire Department

Assistant Chief Tyler Wagaman Sacramento Metropolitan Fire District Deputy Chief Paul Zehnder Cosumnes Community Services District

Chief Felipe Rodriguez Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Marc Bentovoja Interim Executive Director

OTHERS IN ATTENDANCE

Lindsay Moore Counsel, SRFECC

Janice Parker Administrative Analyst, SRFECC
Marissa Shmatovich Interim Executive Assistant, SRFECC

The meeting was called to order and roll call taken at 9:02 a.m.

- 1. The Pledge of Allegiance was recited
- 2. There were no agenda updates.
- 3. There was no public comment.

4. CLOSED SESSION:

Closed session was convened at 9:03 a.m.

CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s) Lindsay Moore, Counsel

Marc Bentovoja, Executive Director,

Employee Organization(s) Teamsters Local 150

Teamsters Local 856

PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Discipline/Dismissal/Release (1 matter)

CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)
 The Board will meet in closed session to discuss significant exposure to litigation.
 One (1) potential case

5. OPEN SESSION:

Open session was re-convened at 10:27 a.m.

The Board met in closed session and received an update regarding negotiations with Local 150 and Local 856; no action was taken.

During closed session the Board met to discuss one personnel issue; no action was taken.

The Board received an update regarding anticipated litigation; no action was taken.

- 6. **CONSENT AGENDA:** Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board memb.er requests separate discussion and/or action.
 - 1. Board Meeting(s) Synopsis (August 27, 2019)

A motion was made by Assistant Chief Wagaman and seconded by Deputy Chief Zehnder to approve the consent agenda.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District. Folsom

NOES: ABSENT: ABSTAIN:

Motion carried.

7. ACTION ITEMS:

None

8. DISCUSSION/POSSIBLE ACTION:

None

9. INFORMATION:

None

10. CENTER REPORTS:

None

11. CORRESPONDENCE:

None

12. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMNT ON A FUTURE AGENDA:

None

13. BOARD MEMBER COMMENTS:

A/C Wagaman said he is impressed with IED Bentovoja and his performance on behalf of SRFECC.

Chief Rodriguez reminded everyone to honor the anniversary of 9-11.

Deputy Chief Costamagna also expressed his appreciation to IED Bentovoja and the entire staff at SRFECC.

He also cautioned everyone to have a safe day tomorrow (9-11).

The meeting of the Governing Board was adjourned at 10:45 a.m.

The next scheduled Board Meeting is Tuesday, September 24, 2019, at 9:00 a.m., at Conference and Training Center, 3121 Gold Canal – Regional Room, Rancho Cordova, CA 95670.

The regularly scheduled October 8, 2019, Board Meeting will be canceled.

Respectfully submitted,

Jenice Freder

Janice Parker

Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

Office Specialist Services

This agreement ("Agreement") is by and between the Sacramento Regional Public Safety Communications Center ("Center") and **Tara Springer** ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

RECITALS

- 1. Center is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced, and competent to perform the special services that are required.
- 2. Center is in need of such services and advice, and the Contractor warrants that it is specially trained, licensed, experienced, and competent to perform the services required by Center.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

<u>Exhibit A</u>: Scope of Services <u>Exhibit B</u>: Compensation

• Exhibit C: General Terms and Conditions

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on September 9, 2019 ("Effective Date").
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall remain in effect.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the Center, and are not entitled to benefits of any kind or nature normally provided employees of the Center and/or to which Center's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's

Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to the Center the services described in Exhibit A ("Services").

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

<u>To Center:</u> <u>To Contractor:</u>

Sacramento Regional Public Safety Communications Center 10230 Systems Parkway Sacramento, CA 95827-3007 Attn: Marc Bentovoja, Interim Executive Director Tara Springer 2653 Chassella Way Rancho Cordova, CA 95670

8. LIMITATION OF LIABILITY

Other than as provided in this Agreement, Center's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall Center be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

Sacramento Regional Public Safety Communications Center	Tara Springer
Date:	Date:
By:	By:
Print Name:	Print Name:
Its:	Its:

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SCOPE OF SERVICES

Contractor shall, as directed by the Center's Executive Director, Deputy Directors and Executive Assistant, perform general and/or specialized office support services, which include, by way of illustration and not by limitation, the following:

OFFICE SUPPORT SERVICES

- a. Function in a receptionist capacity; answer phones, greet visitors; provide general information; compose business letters; maintain appointment schedules; arrange meetings and conferences.
- b. May provide clerical support to a board or commission; may take transcribe minutes of official and non-official proceedings.
- c. Maintain inventories of office supplies; consolidate office supply orders from all personnel; resolves errors in orders received and invoices.
- d. Arranges for routine office maintenance services such as: minor plumbing issues; pest control, problems with bottled water service delivery.
- e. Maintain department files; review a diversity of information or data for completeness and accuracy; index and cross reference a diversity of similar or overlapping material; perform numerical, alphabetical, chronological and/or subject matter filing; prepare new file folders; update control logs; purges files for misfiled, obsolete or inappropriate material; resolve discrepancies or errors; using a computer keyboard, produce a variety of material, from rough draft, marginal notes or verbal instructions, including graphs, charts, letters, reports, legal documents into finished form.
- f. Edit material for grammar, punctuation, spelling, sentence structure, format layout and clarity of language; may verify completeness and/or accuracy of references.
- g. Process, maintain and prepare a variety of forms; verify that information or data is complete, accurate, consistent and in conformance with prescribed format; identify and correct deletions or errors in accordance with prescribed procedures; follow up to secure additional information as needed.
- h. May receive and provide receipt for and record payment for money; process orders, note receipts, assign established codes for further processing; maintain control over petty cash.
- i. Sort and distribute mail according to subject matter, content; prepare and send outgoing mail as well as packages, using Fed EX, DHL, UPS, etc., may maintain related lists, rosters, logs or other records.
- j. Operate a variety of modern office machines and equipment including personal

computers, typewriters, adding machines, calculators, printers, copiers, etc.as needed.

- k. Enter and retrieve data from electronic data processing systems.
- 1. Performs other related duties as assigned.

COMPENSATION

A. <u>Compensation</u>

Contractor shall be compensated at the rate of \$25.69 per hour with a 3% increase to \$26.46 starting January 1, 2020.

B. Expenses

With the pre-approval of SRFECC and in accordance with SRFECC Policy, Contractor shall be reimbursed for actual expenses incurred for the proper completion of project services set forth in Exhibit A.

C. Payment

1. Schedule

Contractor shall be paid twice a month, first (1st) and fifteenth (15th).

2. Process

Payment shall be made aware (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to the Center for Services actually completed.

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

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- STANDARD OF CARE. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
- 2. ORIGINALITY OF SERVICES. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the Center and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by Center as a basis for such services.
- 3. PRODUCT. Contractor understands and agrees that all matters produced under this Agreement shall become the property of Center and cannot be used without Center's express written permission. Center shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the Center. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

4. TERMINATION.

- a. Without Cause by Center. Center may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by Center shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
- c. With Cause by Center. Center may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing the Center to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by Center shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or

- satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the Center may secure the required services from another Contractor. If the expense, fees, and/or costs to the Center exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the Center upon the receipt of the Center's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Center.
- d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Center; or
 - (2) any act by Center exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) Center is adjudged bankrupt, Center makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
 - Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
- e. Upon termination, Contractor shall provide the Center with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

- a. Generally. To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
 - (2) arises out of, pertains to, or relates to the

- performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are the Center, its officers, consultants, employees, and trustees.
- c. Claim, Defined. A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. The Center may accept or reject legal counsel Contractor proposes to defend the Center with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the Center at Contractor's expense against a Claim set forth in <u>Section 5.a</u>, *supra*, of this <u>Exhibit C</u>.
- 6. CONFIDENTIALITY. The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of Services ("Confidential performing the Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the Center, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's personnel, employee(s), subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to Center notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that Center may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with

- the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
- 7. CONFLICT OF INTEREST. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify Center of this information.
- **8. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon Center until Center's Governing Board has approved all the terms and conditions contained herein.
- **9. DISPUTES.** Pending resolution of any dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 10. COMPLIANCE WITH LAWS. Contractor shall observe and comply with all rules and regulations of the governing board of the Center and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the Center, in writing, and, at the sole option of the Center, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the Center. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the Center of the violation, Contractor shall bear all costs arising therefrom.
- 11. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 12. ANTI-DISCRIMINATION. It is the policy of the Center that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,

- gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 13. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the Center, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the Center shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- **14. EVALUATION OF CONTRACTOR AND SUBORDINATES.** The Center may evaluate the Contractor in any manner which is permissible under the law. The Center's evaluation may include, without limitation:
 - a. Requesting that Center employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 15. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by Center.
- **16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this

- Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 17. ASSIGNMENT AND SUCCESSORS. Neither Center nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 18. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 19. FORCE MAJEURE. No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- **20. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which the Center's principal administrative office is located.
- **21. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- **22. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- **23. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Center and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only

- by an agreement in writing, signed by both Center and Contractor.
- **24. MODIFICATION.** This Agreement may be amended at any time by the written agreement of Center and Contractor.
- **25. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- **26. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- **27. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement.
- Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- **28. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

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Sacramento Regional Fire/EMS Communications Center 10230 Systems Parkway, Sacramento, CA 95827-3006 www.srfecc.ca.gov

SRFECC Projects Update - September 24, 2019

Project Description	Operations Lead	IT/Admin Lead	Key Dates	Project Update
				Kickoff scheduled, NG confirming
NG CAD CommandPoint CAD	Tara Poirier	Brad Dorsett	Project Kickoff: 12/3/19	dates internally
NG COBOL CAD Hardware				
Upgrade		Brad Dorsett	Go Live: 9/24/19	On schedule for cutover
WestNet	Roman Kukharets	Brad Dorsett	Hardware Install: 9/30/19	On schedule for installation
NG FitGap	Tara Poirier	Brad Dorsett	Training: 12/4/19	NG confirming dates internally
NG CommandPoint Hardware	Tara Poirier	Brad Dorsett	Q2 2020	Pending FitGap results
NG Time and Materials		Brad Dorsett	On going	
KVM Switches		Brad Dorsett	Q2 2020	Pending FitGap results
Mission Critical Electrical				
Services		Kelson Patterson	Q2 2020	Scheduled
				Invoice paid, install and training to be
CritiCall	Tara Poirier	Brad Dorsett	Q4 2019	scheduled
Kronos Upgrade - Payroll		Cierra Lewandowski	Q4 2019	Project kickoff held 9/12/19
		Cierra Lewandowski		
Kronos Upgrade - TeleStaff	Kylee Soares	Brad Dorsett	Cutover: 12/1/19	Projejct kickoff held 8/29/19
Center Security	Julee Todd	Kelson Patterson	Complete	Installation completed.
		Tara Springer		
		Marissa Shmatovich		
	Katherine Shelton	Matt Wooden		
SharePoint	Kylee Soares	Brad Dorsett	Q4 2019	In progress
				Test image updated with feedback.
VDI Replacement with Laptops		Brad Dorsett	Q4 2019	Remaining laptops to be imaged.
SysAid to the Cloud		Brandon Nguyen	Q4 2019	To be scheduled
				Evaluation complete, will retain
Keepass to LastPass		Brad Dorsett	Closed	Keepass
				Scheduled Oct 2019. Pending
UPS - Phase 3		Kelson Patterson	Q4 2019	FitGap results.
		Tara Springer		All contracts scanned. Sharepoint
Complete Contract Review		Marissa Shmatovich	Q4 2019	upload in progress.
SOPs - Operations	Kylee Soares	Marissa Shmatovich	Q4 2019	Complete and out for staff review
		Diane House		
SOPs - Administration		Marissa Shmatovich	Q2 2020	
		Diane House		
Employee Handbook Update		Cierra Lewandowski	Q4 2019	Rough draft completed
		Diane House		
Rules and Regulations Update		Cierra Lewandowski	Q4 2019	In review.
JPA Board Policies Review and				
Update		Marc Bentovoja	Q1 2020	
Center Policies and Procedure		Marc Bentovoja		
Review and Update	Kylee Soares	Diane House	Q1 2020	
OES Radius Map	Supervisors	Brad Dorsett	Q3 2019	Installed, bug with plotting location
Chair Inventory Surplus		Kelson Patterson	Q4 2019	In progress
AAR Power Outage		Marissa Shmatovich	Q4 2019	In progress
		John Herrera		Preparing for board presentation on
GIS Regionalization		Matthew Wooden	Q4 2019	10/23/19
				On going, monthly savings reduced
Verizon Cellular Data Review		Kelson Patterson	Q3 2019	from \$2500/month to \$500/month
ATT Circuits Data and Phone				On going, monthly savings reduced
Review		Jeff Davis	Q3 2019	from \$7500/month to \$3700/month
	Kylee Soares	Brad Dorsett		
Intrado Personal Greeting	Supervisors	Linda Biagi	Complete	Completed in August
Radio Inventory		Linda Biagi	Complete	Completed in July
P25 Radio Programming and				
Training		Chuck Schuler	On going	Radio Failure Plan in progress.
OES EDI Project		Linda Biagi	Complete	Completed in August



Sacramento Regional Fire/EMS Communications Center 10230 Systems Parkway, Sacramento, CA 95827-3006 www.srfecc.ca.gov

Revised 9-16-2019

SRFECC Positions & Authorization Document (PAD)								
	FY 19/20							
	Center Manag	ement						
Position	FTE Positions	Part Time Positions	Vacancies	Comments				
Executive Director	1		1	Interim contract				
Deputy Director, Operations	1							
Deputy Director, Administration	1							
Executive Assistant	1		1	Interim appointment				
Administrative Analyst	1							
,	5	0	2					
	Operations Di	vision						
Position	FTE Positions	Part Time Positions	Vacancies	Comments				
Dispatcher Supervisor	7		2					
Dispatcher	29		6					
Recruit Dispatcher	4							
Part Time Dispatcher								
	40	0	8					
Adm	ninistration and	l IT Division						
Position	FTE Positions	Part Time Positions	Vacancies	Comments				
CAD Technician	1	1 031110113	vacancies	Comments				
GIS Coordinator	2							
Telecommunications Engineer	1							
Systems Engineer	1		1					
Help Desk Technician	1							
Office Specialist - Center	1			Interim contract				
Office Specialist - CTC	1							
Financial Analyst	1		1					
Payroll & Benefits Technician	1							
Accounting Specialist	1							
Office Specialist Volunteer			1					
	11	0	3					
Total Personnel	56	0	13					



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SRFECC - FY 19/20 Budget to Actuals Report Month of July 2019 Page 1 of 3

GL Account	Description	July 2019 Actual	July 2019 Budget	Variance	Varinace %
	EMPLOYEE-RELATED EXPENSES				
5010	Base Salaries and Wages	317,126	399,486	82,360	20.62%
5020	Overtime	28,848	17,433	(11,414)	(65.47%)
5030	Overtime - FLSA	4,241	11,453	7,212	62.97%
5040	Uniform Allowance	14,050	22,300	8,250	37.00%
5050	Night/Admin Shift Differential	2,633	2,558	(75)	(2.93%)
5055	Out-of-Class Pay	6,525	3,600	(2,925)	(81.25%)
5060	Longevity	2,500	2,500	0	0.00%
5065	On-Call Pay	4,925	6,100	1,175	19.26%
5115	Vacation Cash Out	11,629	6,470	(5,159)	(79.74%)
5120	Sick Leave	10,382	0	(10,382)	0.00%
5140	Holiday Pay	9,987	32,106	22,120	68.90%
5220	Training Pay	1,347	2,583	1,236	47.84%
5225	Medical Insurance Pool	2,604	0	(2,604)	0.00%
5310	Workers Compensation Insurance	0	5,000	5,000	100.00%
5410	FED ER Tax - Medicare	5,540	5,833	294	5.03%
5413	FED ER Tax - Social Security	144	875	731	83.57%
5420	State ER Tax - ETT	8	175	167	95.20%
5423	State ER Tax- UI-	361	1,833	1,472	80.31%
5510	Medical Insurance	66,056	73,855	7,800	10.56%
5520	Dental Insurance	(3,369)	3,952	7,320	185.24%
5530	Vision Insurance	(361)	407	768	188.84%
5610	Retirement Benefit Expense	90,417	93,874	3,457	3.68%
5620	OPEB Benefit Expense	0	22,933	22,933	100.00%
5625	Education Incentive	939	2,500	1,561	62.44%
5690	Other Salary and Benefit Expens	1,354	0	(1,354)	0.00%
	TOTAL EMPLOYEE-RELATED EXPENSES	577,886	717,826	139,943	19.50%



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SRFECC - FY 19/20 Budget to Actuals Report Month of July 2019 Page 2 of 3

GL		July 2019	July 2019		Varinace
Account	Description	Actual	Budget	Variance	%
	MATERIALS & SUPPLIES		<u>_</u>		
6010	Office Supplies	316	833	518	62.13%
6011	Office Supplies CTC	7	167	159	95.53%
6013	Office Supplies - Ink Cartridge	285	683	399	58.36%
6015	Equipment Rental	582	600	18	2.94%
6020	Postage	0	83	83	100.00%
6090	Other Materials and Supplies	1,143	1,125	(18)	(1.56%)
	TOTAL MATERIALS & SUPPLIES	2,333	3,491	1,159	33.20%
	PROFESSIONAL SERVICES				
6110	Legal Services	0	15,000	15,000	100.00%
6115	Accounting and Audit Services	0	1,333	1,333	100.00%
6125	Consulting Services	45,903	29,138	(16,765)	(57.54%)
6140	Technological Services	20	4,792	4,772	99.58%
	TOTAL PROFESSIONAL SERVICES	45,923	50,263	4,340	8.64%
	COMMUNICATION EQUIPMENT & SERVICES				
6220	Maintenance - Radios & Radio Equipment	0	2,744	2,744	100.00%
6221	Maintenance - Radio Consoles & Other	0	6,118	6,118	100.00%
6223	Radio - Backbone Subscription SRRCS	0	9,056	9,056	100.00%
6230	Communication Services	23,836	24,433	597	2.44%
6245	Maintenance - Tower Equipment	0	1,250	1,250	100.00%
6247	Comm Van Materials/Equipment	0	760	760	100.00%
6290	Other Communication Services and Equipment	287	1,667	1,380	82.78%
	TOTAL COMMUNICATION EQUIPMENT & SERVICES	24,123	46,028	21,905	47.59%
	HW & SW MAINT				
6310	Hardware Maintenance - Equipment	0	1,857	1,857	100.00%
6316	Hardware Maint - Network	0	3,492	3,492	100.00%
6319	Hardware Maintenance Other	0	1,208	1,208	100.00%
6320	Software Maintenance - Applications	537	15,088	14,551	96.44%
6322	CAD Maintenance and Support/Northrop Grumman	7,351	19,724	12,373	62.73%
6323	Software Maintenance - GIS	0	5,774	5,774	100.00%
6330	Software Maintenance - Network	0	1,386	1,386	100.00%
6390	Other, Computer Services and Supplies	2,826	1,000	(1,826)	(182.65%)
	TOTAL HW & SW MAINT	10,714	49,529	38,815	78.37%



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SRFECC - FY 19/20 Budget to Actuals Report Month of July 2019 Page 3 of 3

GL		July 2019			Varinace
Account	Description	Actual	Budget	Variance	%
	FACILITIES & FLEET	1		(===)	(=======
6410	Services - Landscaping	1,415	817	(598)	(73.22%)
6415	Maintenance - Building	5,680	2,343	(3,337)	(142.40%)
6260	Lease - CTC	1,500	1,500	0	0.00%
6420	Services - Custodial	4,140	6,110	1,970	32.24%
6421	Services - Center Security	11,240	4,450	(6,790)	(152.58%)
6425	Maintenance - HVAC	536	1,395	860	61.61%
6235	Maintenance - Power Supply	1,476	6,098	4,622	75.79%
6430	Services - Cable	20	160	140	87.36%
6435	Services - Pest Control	0	50	50	100.00%
6490	Other, Facilities and Fleet	1,638	469	(1,169)	(249.58%)
6510	Utilities - Electric	5,237	7,225	1,988	27.52%
6515	Utilities - Water	876	771	(105)	(13.69%)
6520	Utilities - Refuse Collection / Disposal	915	493	(422)	(85.54%)
6525	Utilities - Sewage Disposal Services	391	120	(271)	(225.09%)
6635	Services - Bottled Water	255	250 167	(5)	(2.00%) 26.53%
6645 6650	Services - Printing	122 177	167	(10)	
6652	Services - Shredding Fleet - Maintenance	0	625	(10) 625	(5.99%)
6654	Fleet - Fuel	561	1,246	685	100.00% 54.95%
6655	Insurance (Property and Fleet)	5,834	3,792	(2,043)	(53.87%)
6690	Other - Facility & Fleet Management	2,620	598	(2,043)	(337.96%)
0090	TOTAL FACILITIES & FLEET	44,633	38,846	(5,788)	(14.90%)
	TOTAL FACILITIES & FLEET	44,033	30,040	(3,788)	(14.90%)
	RECRUITMENT, RETENTION & TRAINING				
6610	Recruitment	1,146	2,518	1,372	54.48%
6612	Employee Retention	(190)	1,292	1,482	114.71%
6615	Employee Education & Training	3,170	1,663	(1,507)	(90.66%)
6618	Conference Registration	0	1,064	1,064	100.00%
6620	Travel / Transportation	27	0	(27)	0.00%
6621	Air	0	1,083	1,083	100.00%
6622	Lodging	0	1,875	1,875	100.00%
6623	Rental Cars	0	170	170	100.00%
6624	Parking	0	83	83	100.00%
6625	Membership Dues	0	278	278	100.00%
6626	Taxi, Uber, Mileage, Other	0	250	250	100.00%
6627	Per Diem	746	643	(103)	(16.01%)
6639	Accrediations - ACE	0	354	354	100.00%
6640	Uniform/Badges/Shirts	261	500	239	47.88%
6660	Operations Support	687	4,108	3,421	83.28%
6661	Administration Support	0	2,250	2,250	100.00%
	TOTAL RECRUITMENT, RETENTION & TRAINING	5,847	18,131	12,285	67.76%
	GRAND TOTAL	711,459	924,114	212,658	23.01%



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Executive Monthly Credit Card Usage Report

Reporting Month: August 2019

Last 4	Last		Credit	Monthly		Approvals			
of card	Name	Status	Limit		Usage	Employee	DD	ED	
5961	Patterson	Open	\$ 5,000.00	\$	1,375.85	- V	DIT	105	
3418	Shmatovich	Open	\$ 1,500.00	\$	147.14	V	DIT	no	
4343	Soares	Open	\$ 500.00	\$	22.99	/		119	
7785	Strong	Open	\$ 100.00	\$	129.29	/	KS	m3	
7447	Tackett	Open	\$ 1,500.00	\$	240.25	V	DH	ju3	
4358	Vargo	Open	\$ 5,000.00	\$	700.52	/	DH	113	
6142	Wolfe	Open	\$ 1,500.00	\$	452.87	/	4-5	uns	
		Total:		\$	3,068.91				
6001	AP	Open	\$ 10.00	\$					
0796	Meyer	Open	\$ 100.00	\$	-				
6159	Schuler	Open	\$ 100.00	\$	-				
6115	Mackey	Open	\$ 1,000.00	\$	_				
5946	Macias	Open	\$ 100.00	\$	_				
4129	Kukharets	Open	\$ 100.00	\$	-				
6167	Dorsett	Open	\$ 100.00	\$	-				
		Total:	\$16,510.00						

Monthly Activity: July 2019

New accounts added: None

Closed accounts: Fender, Todd, Poirier, Goodnow

Cards reported lost or stolen: None

Disputed transactions: None

Changes in authorization limits: Several decreases from \$1500 to \$100, one decrease from \$5,000 to \$500 and one increase from \$1500 to \$5000 to cover AP transactions.

Monthly Liability: Previous monthly liability was \$200,000. In July we reduced it to \$34,510.00. Our goal for August was to reduce the monthly liability to \$25,000. We did better than that, we reduced it to \$16,510. Our goal in September is to reduce our liability to \$15,000 per month.



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FY 19-20 Total Monthly Credit Card Usage									
August	\$	3,068.91	February	\$	-				
September	\$	-	March	\$	-				
October	\$	-	April	\$	-				
November	\$	-	May	\$	-				
December	\$	-	June	\$	-				

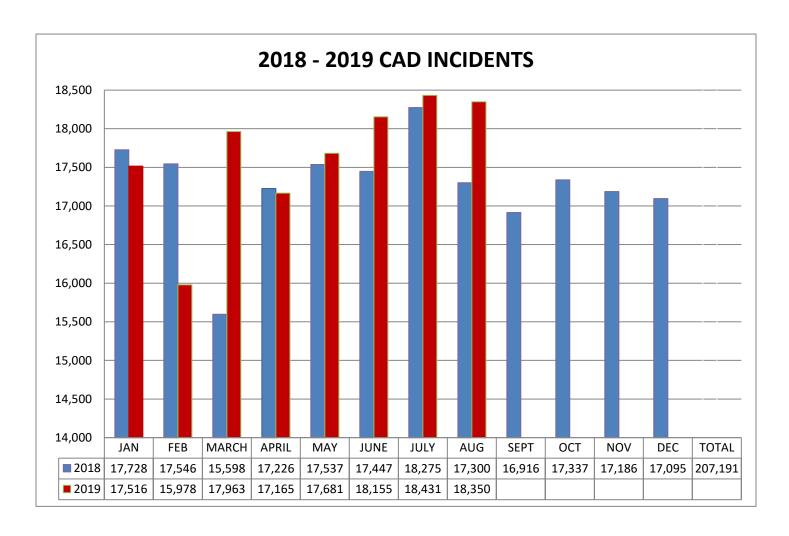
I certify I have reviewed and approved the monthly credit card transactions and activity as reported. These are legitimate expenses incurred solely for the benefit of SRFECC business. I also certify that no alcoholic beverages, tobacco products, gift cards or gift certificates were purchased.

Executive Director Signature

Date

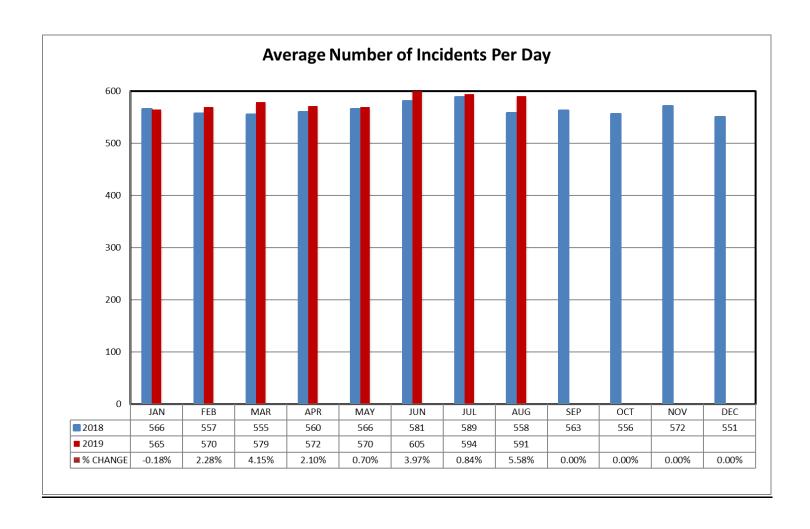
CAD Incidents - AUGUST, 2019

Total number of CAD incidents entered for AUGUST: 18,350



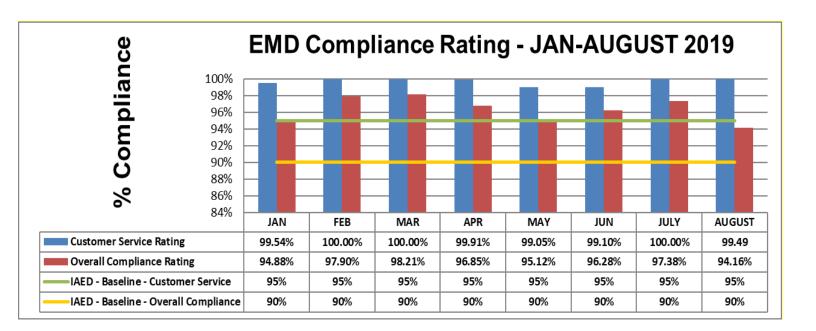
CAD Incidents - AUGUST, 2019

Average number of CAD incidents entered per day for AUGUST: 591



Emergency Medical Dispatching (EMD) Compliance Scores

- Customer Service Score Average* (Baseline Requirement of 95%)
 - Overall Customer Service Score AUGUST: 99.49%
 - Overall Customer Service Score JAN to AUGUST: 99.61%
- Overall Compliance Score Average* (Baseline Requirement of 90%)
 - Overall Compliance Score AUGUST: 94.16%
 - Overall Compliance Score JAN to AUGUST: 96.25%



*Effective Emergency Medical Dispatch (EMD) practices are based on the consistent use of medically approved dispatch protocols. EMD or the Medical Priority Dispatching System (MPDS) is in part based on published standards of the International Academy of Emergency Dispatch (IAED) in consultation with the National Association of EMS Physicians (NAEMSP), the American Society for Testing and Materials (ASTM), the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), the American Medical Association (AMA), and more than 30 years of research, development, and field testing throughout the world. Overall, the dispatch protocols are established by the IAED Board of Fellows, which is also responsible for setting the accreditation process of the International Academy. Per IAED, the Quality Improvement/Assurance standards require a consistent, cumulative MPDS incident case review of at or above the stated baseline percentage.

SRFECC Telephony Performance Measure August 2019

The following data is the telephony performance measures for the Sacramento Regional Fire/EMS Communications Center (SRFECC) during the month of August, 2019 for all incoming and outgoing calls to and from the Center on 9-1-1 lines, Seven-Digit Emergency (7DE) lines, Allied Agencies (i.e. Sacramento Police Dept.), Alarm Company lines, as well as Seven-Digit Administrative lines.

Summary of Information

During the month of August, 2019 dispatch staff processed **29,089** incoming calls and **7,778** outgoing calls for a total call volume of **36,919**.

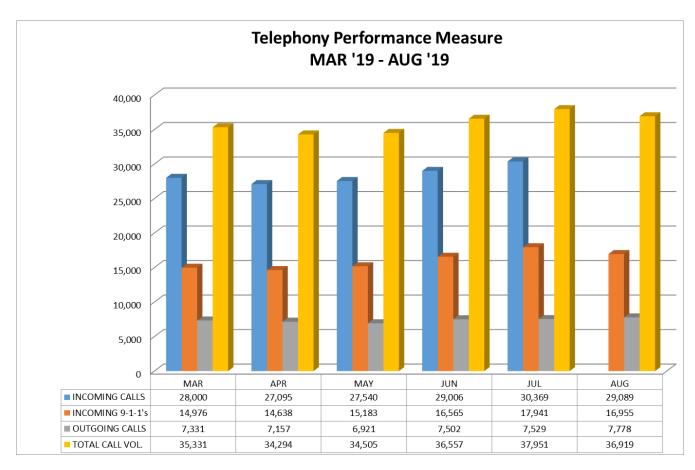
Detailed Breakdown of Information – Incoming Lines

• 9-1-1 Emergency lines: 16,955

• "Seven-Digit" Emergency lines (7DE): 4,664

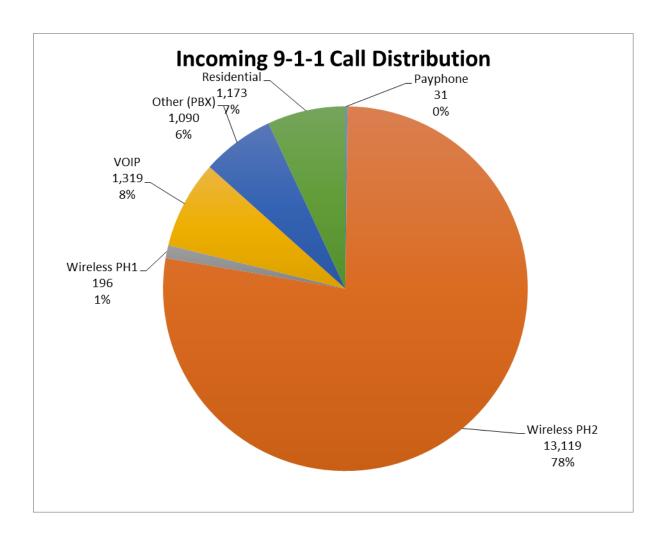
• Allied Agency/Alarm Companies: 3,447

Non-Emergency/Administrative (7DA) lines: 4,419



SRFECC Telephony Performance Measure August 2019

The following data represents incoming call distribution according to class of service. August totals: **16,928** incoming 9-1-1 calls:



SRFECC Telephony Performance Measure August 2019

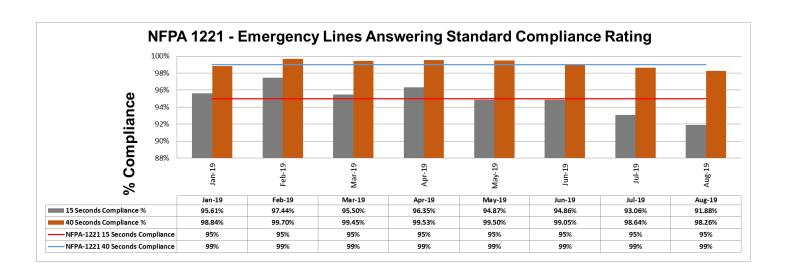
Emergency Lines Answering Standard: NFPA-1221 (2016 Edition)

According to NFPA-1221 (2016 ed.), Chp. 7, Sec. 7.4 – Operating Procedures:

Rule 7.4.1: "Ninety-five percent of alarms received on emergency lines shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds."

NFPA-1221 (2016 ed.) recommends that all calls received on emergency lines shall be answered within 15 seconds 95% of the time and 99% percent of emergency lines shall be answered within 40 seconds – In August, the dispatch team answered all calls on emergency lines within 15 seconds <u>91.88%</u> of the time and answered within 40 seconds <u>98.26%</u>.

The following chart represents the Emergency Lines Answering Standard under NFPA-1221 (2016 ed.), Chapter 7, Section 7.4 – Operating Procedures, Rule 7.4.1 for identifying the 2017-2019 compliance performance ratings.





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SRFECC – Umpqua Lease Agreement Monthly Report September 24, 2019

Umpqua Lease-Purchase Budget	\$	4,000,000	Hardware	So	Software & Services		rranty Mnt
NG COBOL CAD Hardware Stabilization	\$		\$ 97,411.00		262,679.00	\$	•
		(429,446)	\$ 97,411.00	\$		<u> </u>	69,356.00
NG Command Point SW Upgrade	\$	(1,991,562)		\$	1,720,047.00	\$	271,515.00
NG CommandPoint Fit Gap	\$	(199,381)		\$	199,381.00		
NG CommandPoint Hardware Upgrade	\$	(512,171)	\$ 512,171.00				
NG CommandPoint switches and power	\$	(200,000)	\$ 200,000.00				
Westnet Hardware and Software	\$	(667,440)	\$ 412,633.40	\$	254,806.60		
Total	\$	-					
Umpqua Payment Schedule	S				Lease Payments		
Schedule 1 - Funding Request #1		Amount	Date		Description		Amount
NG Invoice 1001	\$	52,487.00	10/1/2019	Le	ase Initiation	\$	500.00
NG Invoice 0011	\$	88,214.00					
NG Invoice 0003	\$	150,306.10					
NG Invoice 1002Z	\$	37,487.00					
NG Invoice 0001R	\$	214,723.00					
NG Invoice 0002	\$	516,014.00					
Schedule 1 - Funding Request #1 Total:	\$1	,059,231.10					
Schedule 1 - Funding Request #2							
NG Invoice 0004	\$	406,933.50					
Schedule 1 - Funding Request #3							
Westnet Invoice 24637	\$	242,269.09					
Total Schedule 1	\$	1,708,434					
Schedule 2 - Estimate Q2 2020	\$	1,300,000					
Schedule 2 - Estimate Dec 2020	\$	1,000,000					
Total	\$	4,008,434	Total			\$	500.00