



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, March 12, 2019

REGULAR MEETING OF THE GOVERNING BOARD OF SRPSCC

3121 Gold Canal, Rancho Cordova, CA 95670

Call to Order

Chairperson

Roll Call Member Agencies

Secretary

Primary Board Members

Chris Costamagna, Chairperson

Deputy Chief, Sacramento Fire Department

Mike McLaughlin, Vice Chairperson

Fire Chief, Cosumnes Fire Department

Chad Wilson, Board Member

Division Chief, Folsom Fire Department

Tyler Wagaman, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

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 minutes.

CLOSED SESSION: Approximately 1-1/2 hours (9:00 – 10:30 a.m.)

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)

Counsel, Robert Kingsley

Employee Organization(s)

Joe Thuesen, Executive Director

Teamsters Local 856

Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

The Board will meet in closed session:

- a. Evaluation of Performance
Title: Executive Director

3. 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.
Three (3) potential cases

- b. Pursuant to California Government Code Section 54956.9(a)
The Board will meet in closed session to discuss one (1) case of pending litigation
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc. Case No. 2:18-cv-01792-KJM-KJN
One (1) case

OPEN SESSION: Begins at 10:30 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 (February 26, 2019)

Page

3-7

PRESENTATION:

* INDICATES NO ATTACHMENT

ACTION ITEM:

1. Approve Independent Contractor Agreement for Project Manager for CAD System Upgrade – With Staff Report

Page

8-19

DISCUSSION/POSSIBLE ACTION

1. Update Regarding Power Outage*

CORRESPONDENCE:

None

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is March 26, 2019.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102
Time: 9:00 a.m.
Distribution: Board Members, Alternates, and Chiefs Administration
Posted at: Office

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate this meeting, please contact the Chief Executive'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 accessibility to this meeting.

POSTING:

This is to certify that on March 8, 2019, I posted a copy of the agenda:

- at 10230 Systems Parkway, Sacramento, CA 95827
- on the Center's website which is: www.srfec.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102



Clerk of the Board

GOVERNING BOARD MEETING

February 26, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Assistant Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Chief Mike McLaughlin	Cosumnes Community Services District
Division Chief Chad Wilson	City of Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Joe Thuesen	Executive Director, SRF ECC
Kylee Soares	Deputy Director – Operations, SRF ECC

OTHERS IN ATTENDANCE

Deputy Chief Paul Zehnder	Cosumnes Community Services District
Deputy Chief Eric Bridge	Sacramento Metropolitan Fire District
Captain Robin Davis	Sacramento Fire Department
Bob Kingsley	Counsel, SRF ECC
Lindsay Moore	Counsel, SRF ECC
Ingrid Shepliline	Richardson & Company
Janice Parker	Administrative Analyst, SRF ECC
TaraMarie McDonald	Executive Assistant, SRF ECC
Cindy Chao	Financial Analyst SRF ECC
Cierra Lewandowski	Accounting Specialist, SRF ECC
Casey Quintard	Supervisor, SRF ECC
Jill Short	Local 856 Representative

1. The meeting was called to order and roll call taken at 9:03 a.m.
2. There were no agenda updates.
3. There was no public comment.
4. The pledge of allegiance was recited.

5. SPECIAL PRESENTATION:

1. Presentation of FY 2014/2015 Financial Audit Report
Prepared By Richardson & Company*
(Presentation of Financial Audit Report by Ingrid Shepliline) Page
 - a. Summary of Fiscal Year 2017/2018 Audit Results
 - b. Required Communication
 - c. Management Letter

Ingrid Shepliline, Richardson & Company, LLP, highlighted various aspects of the Financial Audit, FY 2017/2018, they performed for SRF ECC.

The audit represents a clean opinion on the financial report – which is the best evaluation possible.

There were some increases evident in comparison to the previous fiscal year audit document. The increase was most obvious in the Other Post Employee Benefits area, partially because of the way the liability is now being reported. It will continue to increase because the liability is not being pre-funded.

Another area of note is an increase in the legal services line due to the CAD project, legal fees for the CAD lawsuit and an increase in the scope of work for the Medical Director.

The reports on Internal Control and Compliance indicated no weaknesses or compliance issues.

New accounting standard, GASB 75 for OPEB has been implemented.

There were no difficulties in performing this audit and there were no unusual accounting practices.

Contained in the Management Letter were several minor suggestions Richardson & Company, LLC, would like to see implemented. Ms. Sheipline pointed out that over the years the number of adjustments has been drastically reduced.

SRFECC financial team prepared a Comprehensive Annual Financial Report (CAFR) which is anticipated to receive an award from GFOA again this year.

6. CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)	Counsel, Robert Kingsley Joe Thuesen, Executive Director
Employee Organization(s)	Teamsters Local 856 Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957
The Board will meet in closed session:

- a. Public Employment
Title: Deputy Director (Administrative)
- b. Evaluation of Performance
Title: Executive Director

3. 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
- b. Pursuant to California Government Code Section 54956.9(a)
The Board will meet in closed session to discuss one (1) case of pending litigation
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc. Case No. 2:18-cv-01792-KJM-KJN
One (1) case

Closed session was convened at 9:13 a.m.

7. OPEN SESSION:

Open session was re-convened at 11:47 a.m.

During closed session the Board received an update regarding labor negotiations – no action was taken.

The Board received an update regarding personnel issues – no action was taken.

The Board received an update on matters associated with the Tyler/New World litigation as well as an update regarding significant exposure to litigation. No action was taken.

- 8. 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.

A motion was made by Chief McLaughlin and seconded by Division Chief Wilson to approve the consent agenda and Board Meeting minutes (February 12, 2019).

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

NOES:

ABSENT:

ABSTAIN:

Motion was passed.

9. ACTION ITEMS:

1. Discussion/Approval of FY 2017/2018 Financial Audit Report Prepared by Richardson & Company

A motion was made by Deputy Chief Costamagna and seconded by Chief McLaughlin to approve FY 2017/2018 Financial Audit Report Prepared by Richardson & Company.

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

NOES:

ABSENT:

ABSTAIN:

Motion was passed.

2. Approve Employment Contract for Deputy Director (Administration)

A motion was made by Assistant Chief Wagaman and seconded by Chief McLaughlin to approve the employment contract for Deputy Director (Administration).

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

NOES:

ABSENT:

ABSTAIN:

Motion was passed.

3. Approve Independent Contractor Agreement for Project Manager for CAD System Upgrade

This item was tabled until the next regular Board Meeting – March 12, 2019.

10. DISCUSSION/ POSSIBLE ACTION ITEMS:

1. Update Regarding Power Outage

E/D Thuesen told the Board that a complete report will be available for review at the March 26th Regular Board Meeting.

A company is coming in today to discuss the power needs for the Center with E/D Thuesen.

2. Discussion Regarding Authorizing Agreements With Contracting Agencies for Dispatch Services

E/D Thuesen asked the Board for direction as to how they wished him to proceed with such requests for dispatching services.

The general consensus of the Board was that at the present time the JPA does not wish to add any new agencies. They directed E/D Thuesen to refocus and work on existing Comm Center issues.

11. INFORMATION:

The standard Communications Center Statistics and Help Desk Statistics reports were not contained in the Board packet.

In lieu of the standard reports E/D Thuesen and staff have prepared a more comprehensive document (prototype) that incorporates pertinent information from all Center divisions. This document was presented to the Board in draft form and the format and information will continue to evolve.

The Board reaction to this new document was positive.

12. CENTER REPORTS:

Executive Director - Thuesen

1. E/D Thuesen and D/D Soares recognized the 20th anniversary of Janice Parker as an employee of the Center. They expressed appreciation for her contributions, dedication and loyalty throughout her 20 years.
2. Beginning in March, E/D Thuesen and D/D(s) Soares and House will be conducting Kaizen meetings for Center employees and will focus on sharing the positive forward vision for the future of the Center. A series of these meeting will be conducted throughout March in order to accommodate both Admin and Dispatch schedules.
3. Dispatcher Appreciation Week will be the second week in April.
4. E/D Thuesen met with Dr. Mackey this week and shared that Dr. Mackey is working on a Five Minute EMS Video which will be available for all of the agencies.

Deputy Director – Soares

1. D/D Soares had provided her status report during closed session.
2. Dispatcher interviews were conducted for eight potential candidates and two have been moved forward to the background stage.

Three new recruits from our most recent academy have been assigned trainers and have begun their “floor training”.

3. The Dispatcher Banquet will be April 6th and all are invited to attend. Dispatcher week will be April 14 – 20.

Deputy Director – House (not in attendance)

1. E/D Thuesen said D/D House is working on the Center CAD upgrade and is currently visiting Verdugo to gather information as we move forward with our upgrade.

Medical Director – Dr. Mackey (not in attendance)

See #4 – under Executive Director

13. BOARD MEMBER COMMENTS:

Assistant Chief Wagaman and all the Board Members congratulated Janice Parker on her 20 years of service.

He also expressed his appreciation to the Center staff for all they do.

Division Chief Wilson said he is looking forward to receiving the new report.

Deputy Chief Costamagna said thank you for continuing to provide such professional and consistent service to the agencies and our constituents.

Chief McLaughlin said he is very pleased with the direction the Center is taking.

14. The meeting of the Governing Board was adjourned at 12:07 p.m. until the next meeting of the Governing Board scheduled for 9:00 a.m., March 12, 2019, at the Conference and Training Center, 3121 Gold Canal, Rancho Cordova, CA 95670.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson



Sacramento Regional Fire/EMS

Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007
(916)228-3058 - Fax (916)228-3079

STAFF REPORT

DATE: March 8, 2019

TO: Board of Directors

FROM: Executive Director Thuesen

PREPARED FOR PRESENTATION AT: Regular Board Meeting on March 12, 2019

AGENDA ITEM: Action Item No. 1

SUBJECT: Independent Contractor Agreement for Project Manager for CAD System

EXECUTIVE SUMMARY

The purpose of this Staff Report is to present for Board Approval the Independent Contractor to serve as Project Manager for the ongoing efforts associated with the installation and implementation of a replacement CAD System.

BACKGROUND

The individual who has served as the Center's Project Manager for the installation and implementation of a replacement CAD system has been elevated to a full-time contract position with the Center as Deputy Director (Administrative).

ANALYSIS

This is a critical position in light of the fragility of the existing legacy CAD system.

FISCAL IMPACT

Will be funded by redirecting dollars previously set aside for the prior Project Manager.

IMPACT ON STAFF

None.

ENVIRONMENTAL REVIEW

Not applicable.

APPLICABLE POLICY OR LAW

Not applicable.

ATTACHMENTS

Independent Contractor Agreement for Project Manager for CAD System.

RECOMMENDATION

Approve the Independent Contractor Agreement for Project Manager for CAD System.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR SPECIAL SERVICES
IT Consulting Services**

This agreement (“Agreement”) is by and between the Sacramento Regional Public Safety Communications Center (“Center”) and Linda Biagi (“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:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on April 1, 2019 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) March 31, 2022.

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:

To Center:

Sacramento Regional Public Safety
Communications Center
10230 Systems Parkway
Sacramento, CA 95827-3007
Attn: Joe Thuesen, Executive Director

To Contractor:

Linda Biagi
4901 Arboleda Dr.
Fair Oaks, CA 95628

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**

Linda Biagi

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Contractor shall, as directed by the Center's Executive Director and Deputy Directors, perform project management services, which include, by way of illustration and not by limitation, the following:

PROJECT MANAGEMENT

- a. Be an integral member of the Center team and integrate into the Center environment to effectively manage projects. Build positive professional relationships with the Center, its constituents, and other third parties and associates.
- b. Manage identified projects and related specific activities within given constraints of time and budget.
- c. For projects, ensure scope, schedule and costs remain reasonable and achievable based on similar industry experience.
- d. Ensure contractors deliver their contract commitments as documented by tracking the deliverables, payment milestones and acceptance sign-offs.
- e. Manage the change control process throughout the projects.
- f. Hold regular project status meetings.
- g. Allocate work among individuals, IT Team, the Center team, constituents, third parties and other resources associated with the management of project activities.
- h. Lead the project efforts, consult and provide guidance regularly.
- i. Ensure Center tasks are completed on time, with a goal of always being early.
- j. Conduct periodic reviews of projects to ensure projects are on track.
- k. Ensure project documentation remains updated and conveyed to relevant stakeholders on time.
- l. Plan, schedule and control project activities to fulfill identified objectives, applying technical, theoretical and managerial skills to meet project requirements.
- m. Coordinate task interdependency tactics within the project teams, their tasks and overall project strategy.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

Contractor shall be compensated at the rate of Seventy-Five dollars (\$75.00) per hour.

B. Expenses

With the pre-approval of SRF ECC and in accordance with SRF ECC 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 in monthly increments.

2. Process

Payment shall be made (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

1. **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 Section 5.a, supra, of this Exhibit C.
- 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 performing the Services (“Confidential 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 agents, personnel, employee(s), and/or 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.