



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

9:00 a.m.

Tuesday, August 11, 2020

REGULAR MEETING OF THE GOVERNING BOARD OF SRFECC
10545 Armstrong Ave – Room #385
Mather, CA 95655-4102

Public Remote Access at:

[Join Microsoft Teams Meeting](#)

[+1 916-245-8065](tel:+19162458065) United States, Sacramento (Toll)

Conference ID: 950 282 072#

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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

Brian Shannon, Board Member

Deputy Chief, Sacramento Fire Department

Fire Chief, Cosumnes Fire Department

Division Chief, Folsom Fire Department

Deputy 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.

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Please Note:

The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

RECESS TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*
Pursuant to Government Code Section 54957.6

* INDICATES NO ATTACHMENT

Center Negotiator(s) Lindsay Moore, Counsel
Tyler Wagaman, Executive Director
Employee Organization(s) Teamsters Local 150
Teamsters Local 856
Unrepresented Administrators

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Employee Evaluation: 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. Two (2) potential cases

RECONVENE TO OPEN SESSION AT ESTIMATED TIME: 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 (July 14, 2020)

Page 4

PROPOSED ACTION: Motion to Approve Consent Agenda

PRESENTATION:

None

ACTION ITEMS:

1. Approval of Financial Consulting Services Agreement

Page 14

2. Overtime Compensation Settlement Agreement

Page 26

3. Updated Position Authorization Document (PAD)

Page 34

4. NICE Recorder Software Upgrade and Additional Licenses

Page 35

DISCUSSION/POSSIBLE ACTION:

None

INFORMATION:

1. Lawson Mechanical – Updated HVAC Replacement Proposal

Page 53

CENTER REPORTS:

None

CORRESPONDENCE:

None

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

* INDICATES NO ATTACHMENT

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is August 25, 2020.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102 Time:
9:00 a.m.
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 accessibility to this meeting.

POSTING:

This is to certify that on August 7, 2020, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, 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

REGULAR GOVERNING BOARD MEETING

July 14, 2020

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Deputy Chief Brian Shannon	Sacramento Metropolitan Fire District
Chief Michael McLaughlin	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Tyler Wagaman	Executive Director
Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director – Administrative

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Marissa Shmatovich	Executive Assistant, SRFECC
Brad Dorsett	CAD Administrator, SRFECC

NOTE: Because the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the Coronavirus) attendance by the public at this meeting was by telephonic means only and was made accessible to members of the public solely through the link set forth below.

Join Microsoft Teams Meeting

+1 916-245-8065 United States, Sacramento (Toll)
Conference ID: 950 282 072#

The meeting was called to order and roll call taken at 9:01 a.m.

1. The Pledge of Allegiance was recited.
2. The Clerk of the Board requested to re-order the agenda to allow Brad Dorsett to present his CAD FitGap Discussion prior to closed session. Chairperson Costamagna approved this request.
3. There was no public comment.
4. Presentation

Brad Dorsett presented the Board with the details and explanation of the Fit Gap process of the Northrop Grumman Commandpoint CAD Project.

Mr. Dorsett discussed the following points: (1) What is the Fit Gap process, (2) Why we need a Fit Gap process, (3) Who is involved in the Fit Gap, (4) How much longer the Fit Gap will take, and (5) What to expect next.

The Fit Gap process is a comparison of two systems, the new CAD system and the old CAD system, in which operational needs that the new system does not cover are identified. Identifying the gaps during this process allows issues to be addressed and thoroughly vetted prior to the implementation phase.

A Fit Gap is needed so that the new CAD program will be known to have the same reliability, functionality, and capabilities as the current CAD. For example, addresses will geo-validate or provide suggested alternates, or notifications are displayed when a unit has not gone in route within two minutes of dispatch. The current CAD system is an integral tool to current Center operations. Next generation CAD systems are off-the-shelf systems that may require enhancements to fulfill all individual agency needs. The Fit Gap proactively engages the vendor in problem solution to ensure the new CAD system fulfills all operational needs of the agency.

The Operations Chiefs provided direction that in addition to Dispatch representation, there are staff members from each fire agency involved in the Fit Gap team.

SRFECC utilized User Stories from the RFP process to create the Fit Gap list of necessary CAD functions. Northrop Grumman provided two weeks of training to the Fit Gap team, after which the Fit Gap team utilized their training to cross reference the 1,200 User Stories and identify gaps the new CAD system does not address. The Fit Gap team identified 182 potential gaps and presented those to Northrop Grumman. Northrop Grumman provided solutions when possible within the new CAD system as an off-the-shelf product, without additional documentation required from SRFECC. The 55 remaining items that do require additional documentation and subsequent enhancement are then prioritized 1-5 (one being top priority, five being low priority), and Northrop Grumman submits a proposal to the Fit Gap team for review and revisions. In the last two months, the Fit Gap team has completed revisions for 20 items, averaging 10 items per month. Once the remaining 35 items have been addressed, in an estimated 3.5 months, and accepted by the Fit Gap team, Northrop Grumman will provide a quote to complete the customizations to the CAD software per the specifications agreed upon with the Fit Gap team. Since the quotation process takes a minimum of three weeks, it is estimated the Fit Gap process will take, at minimum, an additional 4.5 months.

The Fit Gap process was extended from the initial estimated 10 weeks due to the following factors: the high number of gaps to be addressed within the new system, the COVID-19 pandemic and its effects on the manner in which the Fit Gap team can safely meet, and staffing challenges.

Based on the prioritization of the outstanding enhancements and the effort involved in completing those enhancements, Northrop Grumman will create a menu of enhancements with associated costs, and potential timeline to implementation. The agency may be able to reduce the cost of the project by identifying enhancements that may be excluded from the final product, though this is not ideal. Additionally, the enhancements may be proposed in phases in an effort to expedite the project.

While Northrop Grumman has not provided an estimated cost, SRFECC has been in communication with Phoenix Fire, who is in the process of implementing a new Northrop Grumman CommandPoint CAD system. Phoenix Fire's CAD program is over 19 million dollars, with the 150 enhancements alone costing 4.25 million dollars.

Typically, when an enhancement is purchased by another agency, that enhancement is then available for other agencies to utilize without an additional cost. Phoenix Fire has a 30 month implementation timeline that is beginning soon. Northrop Grumman is prepared for the Center implementation to occur prior to Phoenix Fire, thus cost savings on enhancements have yet to be determined.

Chief Shannon asked for clarification on the numbers regarding the price and number of enhancements of the Phoenix Fire CAD System. ED Tyler Wagaman offered additional context, stating that Phoenix has a highly customized CAD system, thus requiring significantly more enhancements than the Center. Additionally, there is no guarantee that the enhancements Phoenix requires will be the same as what the Center needs. He also added

that through this complicated process, the Center will utilize historical knowledge to move forward as quickly as possible to implement a functional, predictable CAD system.

Chief Wilson expressed appreciation for the FitGap explanation and the pace at which the project is moving, as well as some concerns as to the stability of the current CAD system. Those concerns were addressed by DD Diane House, who explained hardware upgrades in September 2019 have given the Center a solid five years of hardware stability. The current system, however, does not lend the ability to add new interfaces with new technology.

5. CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s)	Lindsay Moore, Counsel Tyler Wagaman, Executive Director
Employee Organization(s)	Teamsters Local 150 Teamsters Local 856 Unrepresented Administrators

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

- a. Employee Evaluation: 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.
Two (2) potential cases

Closed session was convened at 9:25 a.m. with Board Member, Chief Michael McLaughlin and Chairperson, Chief Chris Costamagna, attending remotely.

Open session was reconvened at 9:58 a.m.

1. The Board received an update regarding labor negotiations. No formal action was taken.
2. No formal action was taken.
3. The Board received an update; no formal 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 member requests separate discussion and/or action.

A motion was made by Division Chief Wilson and seconded by Deputy Chief Shannon to approve the consent agenda and Board Meeting minutes (June 23, 2020).

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

NOES:

ABSENT:

ABSTAIN:

Motion passed.

7. ACTION ITEMS:

1. Approval of SRRCS Final Agreement

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Shannon and seconded by Division Chief Wilson to approve the SRRCS Final Agreement.

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

NOES:

ABSENT:

ABSTAIN:

Motion passed.

2. Approval of Resolution #3-20, Adoption of the Final Budget, FY 2020/20201

A copy of this resolution was included in the Board Packet.

A motion was made by Deputy Chief Costamagna and seconded by Division Chief Wilson to approve Resolution #3-20, Adoption of the Final Budget, FY 2020/2021.

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

NOES:

ABSENT:

ABSTAIN:

Motion passed.

8. DISCUSSION/POSSIBLE ACTION:

None

9. INFORMATION:

1. Communications Center Statistics (June)

A copy of this report was contained in the Board Packet.

2. Projects Update

A copy of these reports were contained in the Board Packet.

3. Olvera Cleaning Contract Renewal

A copy of this agreement was contained in the Board Packet.

4. Lawson Mechanical HVAC Unit Replacement

A copy of this agreement was contained in the Board Packet.

5. Njevity Web Licenses Agreement

A copy of this agreement was contained in the Board Packet.

10. **CENTER REPORTS:**

Executive Director

1. ED Wagaman expressed appreciation to those who were able to view the Center's graduation ceremony on July 3, despite the challenges faced to convert the ceremony to a live-streaming event online. The Center congratulated 7 new dispatchers who have since transitioned onto the dispatch floor.
2. The Center experienced another record-breaking day on July 4 – strong work by the Center dispatchers.
3. The Center continues operations according to the Emergency Operations Plan, with daily employee temperature checks, daily surface sanitization, and hand sanitizer always available. The Center is not open for public visitation at this time. With continuous consult with Medical Director Dr. Mackey, the Center is prepared to implement whatever changes necessary to keep the membership healthy.
4. The Center experienced two recent retirements: Janice Parker, of 21 years and Donna Fender, also of 21 years. ED Wagaman wished the retirees the best in the new chapter of their lives.
5. The Center is hosting a Dispatch Supervisory test on July 16, the first in many years. ED Wagaman looks forward to seeing the process.
6. ED Wagaman expressed thanks to the new Clerk of the Board, for taking on the task, though it seems daunting, in addition to the other tasks added to her plate.

Deputy Director House - Administration

1. The Center experienced a power outage early on the morning of July 4 due to a vehicle accident, which thankfully demonstrated all back up power operations functioned as they should.
2. This week the Center has been running AVD (Automatic Voice Dispatch) on WestNet, which is going very well.
3. As the Board heard from Brad Dorsett's presentation, the Center is progressing through the FitGap process, which is expected to last for several more months.
4. The Center is preparing for another dispatch academy to take place in August, welcoming 6 new recruits.
5. With the approval of the final budget today, Center Finance staff will begin uploading that into the finance system and preparing for the next fiscal year. The Finance team is wrapping up the previous fiscal year, and preparing for the audit. The final piece the finance team is working on is to obtain the 12-month extension on the lease with Umpqua Bank.

Deputy Director Soares – Operations

1. ED Wagaman and DD House highlighted all of the key points that the Center is going through. Academy 20-1 graduated on July 3, and began their new shift assignments on July 5 or 6, dependent upon which shift to which they were assigned. Kudos to Casey Quintard and the training team, for the work that went into preparing this Academy. The Center transitions quickly on August 3, marking the beginning of Academy 20-2. Center staff are prepared to take on this task, as it gets the Center closer to its goal of being fully staffed.
2. DD Soares expressed thanks to Supervisor Tara Poirier and Dispatcher Lisa Smelser for taking on the Center's in-house IROC training. IROC is an evolving program, but this introductory training sets the Center up to being one of the first agencies to be self-sufficient in the IROC program.
3. COVID-19 supplemental questioning continues, which is an on-going process with regular revisions at the direction of Medical Director Dr. Mackey, such as the update that was implemented at the end of June. The feedback from the dispatch staff has been very positive thus far.
4. As DD House mentioned, the power outage on the morning of July 4 was a bit of a scare, but all systems worked as designed. As a positive outcome, the Center was able to identify some opportunities for improvement, such as which plugs and outlets are associated with emergency power.
5. As expected, July 4 was one of the busiest the Center has ever experienced. Call volume was up 44% from last year, and just between 9:00PM-10:00PM call volume was 150% higher than the same time frame last year. Obviously several variables contributed to this increase, such as July 4 took place on a Saturday and COVID implications on how and where people celebrated. The Center is performing an internal, informal After Action Review, in an effort to discover opportunities for improvement or streamlining processes.
6. The Center is currently engaged in a promotional opportunity for a Dispatch Supervisor, taking place on Thursday, July 16, with 4 very qualified candidates.
7. Thank you for all the kind messages and send-offs for Dispatch Supervisor Donna Fender upon her retirement. Donna Fender had a long career with the Center, and left feeling very valued and proud of her service.
8. Congratulations to Dispatcher Summer Carroll, who will be celebrating 20 years of service with the Center on July 23.

11. CORRESPONDENCE:

None

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

None

13. BOARD MEMBER COMMENTS:

Chief McLaughlin

Chief McLaughlin expressed how difficult the last few months have been while going through budgetary challenges. He apologized for not attending the board meeting on June 23, particularly due to personnel impacts of that meeting, and especially not being able to participate in Janice Parker's retirement send-off.

With Brad Dorsett's presentation today, while there is work to be done, the Center continues to move forward and failure continues to not be an option.

Chief McLaughlin expressed what an honor it is to be on the board, and with his upcoming retirement he will be working on a transition to bring in a replacement and alternate, with himself in a mentoring role in order for the transition to be seamless.

Chief McLaughlin concluded by asserting his appreciation for everyone and his confidence that the Center and Board will get through the challenges together.

Division Chief Wilson:

Chief Wilson conveyed appreciation for the many accomplishments and happenings at the Center. He thanked Marissa Shmatovich for assuming the Clerk of the Board role, as it is a huge part of keeping the board members and board meetings on track. He also reiterated his appreciation to Brad Dorsett for his presentation and efforts in the FitGap process and CAD project, especially without a project manager, and his continuous problem solving. Chief Wilson also gave congratulations to the recent Academy graduates, and stated it is good to see more people out on the dispatch floor, and to see the Center progressing towards its goals. Congratulations and appreciation were also expressed for Casey Quintard, for all his efforts in the organization and accomplishments of Academy 20-1.

Chief Wilson commended the Center for its continued customer service efforts, both for external customers - COVID related, and the time it takes to ask those additional questions - and internal customers and coworkers.

Congratulations were given to Summer Carroll for 20 years of service.

Chief Wilson emphasized his appreciation for all Center efforts.

Deputy Chief Shannon

Chief Shannon opened with commendations to DD Soares and the operational staff for their efforts and accomplishments on the July 4 holiday, despite the early morning power outage and the tremendous increase in call volume.

He also expressed appreciation to Brad Dorsett for his FitGap presentation and thoroughly explaining the process. He hopes the remainder of the FitGap process goes smoothly and project implementation goes as planned.

Chief Shannon offered congratulations to the new dispatchers, and best wishes to the examination candidates. He also thanked Marissa Shmatovich for stepping into the role of Clerk of the Board and all the new tasks associated with that.

Deputy Chief Costamagna

Chief Costamagna thanked all Center staff for their efforts on July 4, especially when faced with a power outage on a holiday. He asserted the success of that day is a testament to all the work that has gone into preparing the Center for a multitude of scenarios. He emphasized that the July 4 holiday this year was the busiest he has ever seen in his 30 years in the fire service, and thanks to the dispatchers for their efforts, because without them the system does not work.

Chief Costamagna also expressed thanks to Brad Dorsett for his explanation of the FitGap process and what to expect next.

Thanks and well wishes were expressed to Donna Fender and Janice Parker as well in their retirement.

Chief Costamagna thanked DD Soares for her efforts in taking care of the Board members as well as the Center Operational staff, and congratulated the academy graduates and Casey Quintard for their efforts and successes during Academy 20-1.

He thanked ED Wagaman and Marissa Shmatovich, and those behind the scenes, for their efforts in streaming the Academy 20-1 graduation. He also expressed thanks to Marissa Shmatovich for taking on the roles and responsibilities of Clerk of the Board.

Chief Costamagna commended DD House for her work, and her team's work, in getting through budgetary challenges and beginning to prepare the Center for the upcoming fiscal years, which in turn best prepares the member agencies.

Chief Costamagna concluded with his appreciation for Legal Counsel Lindsay Moore for her assistance and advice.

14. ADJOURNMENT:

The meeting was adjourned at 10:22 a.m.

Respectfully submitted,



Marissa Shmatovich
Clerk of the Board



Chris Costamagna, Chairperson

DocuSigned by:



64E709DE4944479...

Mike McLaughlin, Vice Chairperson



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006
(916) 228-3058 – Fax (916) 228-3079

Resolution #3-20 Resolution to Adopt Final Budget FY 2020/2021

A Resolution Summarizing Expenditures and Revenues and Adopting a Final Budget for Sacramento Regional Fire/EMS Communications Center, for the Calendar Year Beginning on the First Day of July, 2020, and Ending on the Last Day of June, 2021

Whereas, The Sacramento Regional Fire/EMS Communications Center Governing Board has appointed the Chief Executive Director to prepare and submit a final budget to said governing body at the proper time; and

Whereas, the Chief Executive Director has submitted a final budget to this governing body on Jul 14, 2020, for its consideration, and;

Whereas, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so the budget remains in balance, as required by law.

Now therefore, be it resolved, that the Governing Board of the Sacramento Regional Fire/EMS Communications Center adopts the Final Budget, FY 20/21 as described in Attachment A.

Passed and adopted by the Governing Board of the Sacramento Regional Fire/EMS Communications Center this 14th day of July, 2020 by the following vote, to wit:

AYES: Sacramento Fire, Sacramento Metropolitan Fire District, Cosumnes Community Services District Fire, Folsom Fire

NOES:

ABSTAIN:

ABSENT:

BY: DocuSigned by:
Chris Costamagna
1EC28EEA265C46C...

Chris Costamagna, Chairperson

ATTEST: DocuSigned by:
Michael W. McLaughlin, CFO
64F709DE4944479...

Michael McLaughlin, Vice Chairperson



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.sfecc.ca.gov

Final Budget Overview – FY 20/21

GL Account #	Expenses	FY 20 - 21 Budget 7/14/2020
	Total Employee-Related Expenses	7,251,820
	Total Professional Services	1,214,061
	Total Materials and Supplies	31,400
	Total Hardware & Software Maintenance	635,930
	Total Communications Equipment and Services	380,153
	Total Facilities and Fleet Management	357,024
	Total Employee Recruitment, Retention and Training	82,062
	Umpqua Lease Payment	0
	Total Budgeted Expenses - OPEX and CIP	9,952,451
	Total Budget	9,952,451
	Amount from reserves (\$403,472)	403,472
	Amount from member contribution	9,548,979

**SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
STANDARD AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 1st day of August 1, 2020, by and between the Sacramento Regional Fire/EMS Communications Center (“SRFECC”), a joint powers authority organized pursuant to the California Government Code, and (Kenneth Campo) (“CONTRACTOR”), who agree as follows:

RECITALS

WHEREAS, SRFECC desires to have certain services provided as set forth in Exhibit A, attached and incorporated by this reference; and,

WHEREAS, Contractor represents that it is qualified and able to perform services; and,

WHEREAS, the SRFECC is authorized to enter into contracts under Public Contract Code section 20810 *et seq.*

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from July 9, 2020 (“Commencement Date”) to June 30, 2021 (the “Termination Date”); however, such Termination Date may be extended upon mutual agreement of the parties.
2. **Contractors Services**. Contractor shall perform the services described in Exhibit A (“Scope of Work” and/or “Services”) to the full satisfaction of SRFECC.
3. **Time of Performance**. Contractor shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. SRFECC agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the Services required by this Agreement the Consideration set forth in Exhibit B, attached and incorporated by this reference (“Payment”). SRFECC shall pay Contractor in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Contractor is and shall at all times remain, as to SRFECC, a wholly independent contractor. Neither SRFECC nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of SRFECC.
6. **Assignment**. Contractor shall not assign or attempt to assign any portion of this Agreement without prior written approval by SRFECC.
7. **Responsible Principal of Contractor**: The Responsible Principal of the Contractor is Ken Campo who shall be the individual responsible for Contractor’s obligations under this Agreement and shall service as principal liaison between SRFECC and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of SRFECC.

8. **Personnel.** Contractor represents that all work performed under this Agreement shall be performed by the Responsible Principal and that no additional personnel will be used to perform Contractor's services.
9. **Changes to Scope of Work.** SRFEECC may, by written notice, initiate any change to the Scope of Work. A corresponding equitable change in the Payment of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.
10. **Interests of Contractor.** Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement.
11. **Responsibility of Contractor.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor or any subcontractor, to the SRFEECC, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them from any and all loss or damage on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractors.
12. **Insurance.** Contractor agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the SRFEECC as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the SRFEECC. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
 - a. Contractor shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference. The cost of such insurance shall be included in the Contractor's bid.
 - b. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
 - c. Contractor shall require each of its sub-consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
 - d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
 - e. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, SRFEECC may terminate this Agreement.
 - f. At all times during the term of this Agreement, and if requested to do so, Contractor shall maintain on file with the SRFEECC a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
13. **Indemnification.** To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the SRFEECC), including, without limitation, cost and fees of litigation, to defend, indemnify and hold harmless SRFEECC, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them from and against any and all liability, loss, damage, expense, costs of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to

comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the SRFECC.

- a. **General.** This obligation to indemnify and defend SRFECC as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The SRFECC may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement.
- c. In the event of termination of this Agreement by SRFECC, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Contractor for the full performance of the Scope of Work under this Agreement.
- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, SRFECC's rights to material produced, confidential information, Contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

- 15. **Notice.** All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for Contractor by its Responsible Principal and for SRFECC by Fire Chief or, for either party, by such officer as it may, from time to time, be authorized to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail or overnight express carrier. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as follows:

Contractor shall address notices to:

S. Diane House, Deputy Director
Sacramento Regional Fire/EMS Communications Center
10411 Old Placerville Rd, Suite 210, Sacramento, CA 95827

SRFECC shall address notices to:

Kenneth R. Campo

2000 McGary Road, Vallejo, CA

16. Compliance with Laws.

- a. In General. Contractor shall observe and comply with all laws, policies, general rules and regulations established by SRFECC and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. Labor Laws: Contractor shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with all applicable provisions of the California Labor Code.
- c. Drug-free Workplace. Contractor's employees and subcontractors shall comply with the SRFECC's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor shall notify the SRFECC within five (5) days.
- d. Discrimination Prohibited. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Harassment Prohibited. Contractor and Contractor's employees and subcontractors shall comply with the SRFECC's Workplace Harassment and Discrimination Policy.

17. Facilities and Equipment: Except as set forth in Exhibit D (“Facilities and Equipment”), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. SRFECC shall furnish to Contractor only the facilities and equipment listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

18. **Special Conditions.** None
19. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.
20. **Benefits and Taxes.** Contractor shall not have any claim under this Agreement or otherwise against SRFECC for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Contractor shall indemnify and hold SRFECC harmless from any and all liability that SRFECC may incur because of Contractor's failure to pay such taxes. SRFECC shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.
21. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.
22. **Default and Remedies.**
- a. **Events of Default.** Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the SRFECC determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the SRFECC determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the SRFECC determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
 - b. **Remedies upon Default.** Upon any Contractor default, SRFECC shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
23. **Attorneys' Fees.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
24. **Documents and Records.**
- a. **Property of SRFECC.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this

Agreement shall become the property of SRFECC upon completion of the work to be performed hereunder or upon termination of this Agreement.

- b. **Retention of Records.** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written request by SRFECC, make available to the SRFECC or any party designated by the SRFECC this Agreement, and such books, documents and records of Contractor and subcontractor that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to SRFECC.
25. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
26. **Confidential Information.** Contractor shall hold any confidential information received from SRFECC in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to SRFECC. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to SRFECC's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
27. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
28. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
29. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
30. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
31. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
32. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. Jurisdiction of litigation arising from this Agreement shall be in California and venue shall be in Contra Costa County, California. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
33. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and SRFECC.

IN WITNESS WHEREOF, Sacramento Regional Fire/EMS Communications Center and Contractor do hereby agree to the full performance of the terms set forth herein.

**Sacramento Regional Fire/EMS
Communications Center**

Kenneth R. Campo, Contractor

BY: _____
S. Diane House, Deputy Director

BY: _____

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Payment and Schedule of Payments
- Exhibit C – Insurance Requirements
- Exhibit D – Facilities and Equipment

EXHIBIT A
SCOPE OF WORK

Provide ongoing financial consulting services and support to the Board of Directors, Deputy Director and other SRFECC personnel as directed; duties to include, but not limited to, the following:

- Financial management consultation to the Deputy Director and Board of Directors;
- Conduct a general overview and provide recommendations regarding the financial management of the SRFECC;
- Long-range fiscal planning, including but not limited to developing a financial forecast and capital improvement financing plan;
- Ensure internal and external financial reporting requirements are met, and reports meet the needs and expectations of users;
- Assist the SRFECC in identifying and implementing reasonable cost recovery measures to the extent deemed appropriate by the Deputy Director and Board of Directors;
- Review of Umpqua Lease and provide recommendations on fixing the lease and best purchase vehicle for the remaining project milestones and capital assets currently in contract;
- Review management of capital assets and provide recommendations;
- Review of inventory process and provide recommendations;
- Review of purchasing /procurement process and provide recommendations
- Other financial planning-and operational activities as may be directed by the Deputy Director and Board of Directors.

The results of the financial consulting services outlined above will be communicated to the SRFECC as directed by the Deputy Director.

EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

1. TOTAL COMPENSATION

SRFECC shall compensate Contractor for the satisfactory performance of the work described in this Agreement to not exceed the amount of \$140.00 per hour.

2. Contractor shall submit an itemized statement to SRFECC on a SRFECC approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. SRFECC shall compensate Contractor the amount of such billing within thirty (30) days receipt of same.
3. There shall be no right to reimbursement of expenses incurred by Contractor unless specified in Exhibit A to this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish SRFECC with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by SRFECC before work commences. SRFECC has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Automobile Liability:

ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$500,000** per accident for bodily injury and property damage.

ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

Garage keepers’ extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer’s Liability policy shall be endorsed to waive any right of subrogation as respects the SRFECC, its elected and appointed officials, officers, attorneys, agents, employees and volunteers.

Insurance appropriate to the Contractor’s or Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

(if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

Insurance appropriate to the Contractor’s or Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Contractor’s or Consultant’s insurance coverage shall be primary insurance** as respects the SRFECC, its elected and appointed

officials, officers, attorneys, agents, employees and volunteers. Any insurance or self-insurance maintained by the SRFECC, its elected and appointed officials, officers, attorneys, agents, employees and volunteers shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

Waiver of Subrogation:

Contractor or Consultant hereby grants to SRFECC a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the SRFECC by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SRFECC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SRFECC.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the SRFECC for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage:

Upon request, Contractor or Consultant shall furnish the SRFECC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the SRFECC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's or Consultant's obligation to provide them. The SRFECC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SRFECC, its elected and appointed officials, officers, attorneys, agents, employees and volunteers.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT D
FACILITIES AND EQUIPMENT

SRFECC shall furnish physical facilities such as desks, computers, communication devices, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with SRFECC employees and reviewing records and the information in possession of SRFECC. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of SRFECC. In no event shall SRFECC be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.

AGREEMENT
between
TEAMSTERS LOCAL 150 and 856
and the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER

This Agreement is by and between the Sacramento Regional Fire/EMS Communications Center (“Center”), Teamsters Local 150 (“Local 150”), and Teamsters Local 856 (“Local 856”), collectively referred to herein as “the Parties.”

I.
RECITALS

1. The Center and Local 150 are parties to a Memorandum of Understanding with a term of July 1, 2018 through June 30, 2021 (“150 MOU”).
2. The Center Local 856 are parties to a Memorandum of Understanding with a term of July 1, 2018 through June 30, 2021 (“856 MOU”).
3. Local 150 is the exclusive representative for employees in the classification of Dispatch Supervisor.
4. Local 856 is the exclusive representative for employees in the classification of Dispatcher.
5. At the conclusion of negotiations for the 150 MOU and 856 MOU, the Center initiated a review of its calculation of the Regular Rate of Pay pursuant to the Fair Labor Standards Act (“FLSA”) upon request of Local 150 and Local 856 (“Request”).
6. The Center has completed its review of the Regular Rate of Pay calculation, and effective February 1, 2020, the Center implemented a “dual calculation method” to ensure compliance with the 150 and 856 MOU’s, as well as statutory requirements. Such “dual calculation method” takes into account all compensation for hours worked in the workweek and all legally required non-wage compensation.
7. Local 150 and 856 and the Center, by and through their undersigned counsel, have engaged in discussions about the Center’s calculation of Regular Rate of Pay pursuant to the FLSA and have determined to reach this Agreement to resolve any and all disputes related to the Request.
8. The term “Center” shall include not only the official entity, but also its Governing Board, officers, employees, agents, successors, and/or assigns.
9. The term “Local 150” and “Local 856” shall include not only the respective entity, but also its officers, employees, agents, successors, and/or assigns.

10. The term “Action” shall mean claims, complaints, causes of action, lawsuits, charges, grievances, expenses, demands, damages, back pay, attorney’s fees, reinstatement or other injunctive relief, compensation, benefits and actions pursuant to state and/or federal statutes, excluding only worker’s compensation claims.

II.
TERMS AND CONDITIONS

A. General Provisions

1. The preceding Recitals are incorporated as though fully set forth below.
2. This Agreement, and compliance with this Agreement, shall not be considered an admission by the Center, Local 150, and/or Local 856 of:
 - a. the truth or validity of any claim asserted; or
 - b. any liability or wrongdoing; or
 - c. any violation of the rights of any person or organization; or
 - d. any duty, order, law, statute, regulation, or contract.
3. The terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever.

B. Center’s Agreement

1. The Center will comply with the terms of the attached Settlement and Release Agreement (“Employee Release”), attached as Exhibit A to this Agreement, for each employee who executes it. Specifically, the Center agrees to pay upon execution of the attached Employee Release, all owed FLSA overtime wages as calculated per the Request and corresponding Liquidated Damages for a period of three (3) years. The Parties recognize that such compliance represents the resolution of all issues raised in the Request, and upon payment pursuant this Agreement, each executing employee has received all overtime compensation, and/or related compensation to which he or she is entitled pursuant to California and/or federal law, statute, regulation, or any other authority.

C. Agreement of Local 150 and Local 856

1. In consideration of the Center’s performance of its obligations under this Agreement, Local 150 and 856 each separately and hereby waive, release, and promise never to assert any Actions, known or unknown, against the Center arising from, related to, or pertaining in any way to the provision of overtime compensation to any employee executing the Employee Release up to the end date of the Audit conducted [specify]. Therefore, Local 150 and Local 856,

separately and expressly waive their rights under Section 1542 of the Civil Code of California which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Local 150 Representative Initials _____

Local 856 Representative Initials _____

Local 150 and Local 856 each separately understand and acknowledge that the significance and consequence of this waiver is that even if it discovers additional facts, or suffers additional damages, that it believes may support an Action against the Center, it will be unable to pursue an Action based on such facts, or to recover such damages. Local 150 and Local 856 each separately acknowledge that it intends these consequences even as to Actions for damages that may exist as of the date of this release but which it does not know exist, and which, if known, would materially affect its decision to execute this release, regardless of whether Local 150 and/or Local 856's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The Parties acknowledge and agree that this waiver is an essential and material part of this Agreement and that, without such waiver, this Agreement would not have been made.

2. Local 150 and Local 856 each separately represent that it has not filed any Action against the Center with any administrative, state, federal or local agency, board arbitrator, or court, and will not do so at any time hereafter with regard to the provision of overtime compensation to employees executing the Employee Release and specifically with regard to the released claims. Local 150 and Local 856 each separately and further represent that it will direct any agency, board, arbitrator, or court which may take jurisdiction over any such Action to withdraw the complaint or dismiss it with prejudice. Local 150 and Local 856 each separately represent that it will not cooperate or participate in the investigation or prosecution of any such Action, unless required to do so by law.

D. General Provisions

1. None of the Parties to this Agreement shall challenge the validity of this Agreement or any term of this Agreement.
2. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between them, and that this Agreement reflects their mutual agreement regarding the Agreement's subject

matter. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

3. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
4. All Parties agree that there are no claims or promises that are not set forth in this Agreement.
5. This Agreement may be executed simultaneously or in several counterparts. Each such executed counterpart shall be deemed an original.
6. The Effective Date of this Agreement is the date upon which it is ratified by the Center's Governing Board. Should the Governing Board fail to ratify this Agreement, it shall be null and void.

**FOR THE SACRAMENTO REGIONAL
FIRE/EMS COMMUNICATIONS CENTER**

FOR TEAMSTERS LOCAL 856

By: _____

By: _____

Date: _____

Date: _____

FOR TEAMSTERS LOCAL 150

By: _____

Date: _____

SETTLEMENT AGREEMENT
between the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
and
[EMPLOYEE NAME]

This Agreement is by and between the Sacramento Regional Fire/EMS Communications Center (“Center”) and [EMPLOYEE NAME] (“[EMPLOYEE LAST NAME]”), collectively referred to as “the Parties.”

I.
RECITALS

1. [NAME] is a Center employee, employed in the position of [EMPLOYEE TITLE]. [NAME] has held Center employment since [DATE].
2. A dispute has arisen between the Center and [NAME] regarding [NAME]’s entitlement to overtime wages, which the Parties desire to resolve without further time, litigation, or expense.
3. The term “Center” shall include not only the official entity, but also its Governing Board, officers, employees, agents, successors, and/or assigns.
4. The term “[NAME]” shall also include his/her successors, heirs, representatives, executors and/or administrators.
5. The term “Action” shall mean claims, complaints, causes of action, lawsuits, charges, grievances, expenses, demands, damages, back pay, attorney’s fees, reinstatement or other injunctive relief, compensation, benefits and actions pursuant to state and/or federal statutes, excluding only worker’s compensation claims.

II.
TERMS AND CONDITIONS

A. General Provisions

1. The preceding Recitals are incorporated as though fully set forth below.
2. This Agreement, and compliance with this Agreement, shall not be considered an admission by the Center or [NAME] of:
 - a. the truth or validity of any claim asserted; or

- b. any liability or wrongdoing; or
 - c. any violation of the rights of any person or organization; or
 - d. any duty, order, law, statute, regulation, or contract.
3. The terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever.

B. Center's Agreement

1. Not later than 30 days after the Effective Date of this Agreement, the Center shall pay to [NAME] the sum of [WRITTEN DOLLAR AMOUNT] (\$NUMERICAL DOLLAR AMOUNT), less applicable withholdings. The Parties agree that, upon [NAME]'s receipt of these funds, [NAME] has received all overtime compensation, and/or related compensation to which he/she is entitled under California and/or federal law, statute, regulation, or any other authority up to the end date of the Audit conducted [specify].

C. [NAME]'s Agreement

1. In consideration of the Center's performance under this Agreement, [NAME] hereby waives, releases, and promises never to assert any Actions, known or unknown, against the Center arising from, related to, or pertaining in any way to his/her receipt overtime compensation, up to and through the date of this Agreement. Therefore, [NAME] expressly waives his/her rights under Section 1542 of the Civil Code of California which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

[NAME]'s initials _____

[NAME] understands and acknowledges that the significance and consequence of this waiver is that even if he/she discovers additional facts, or suffers additional damages, that he/she believes may support an Action against the Center, he/she will be unable to pursue an Action based on such facts, or to recover such damages. [NAME] acknowledges that he/she intends these consequences even as to Actions for damages that may exist as of the date of this release but which he/she does not know exist, and which, if known, would materially affect his/her decision to execute this release, regardless of whether [NAME]'s lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The Parties acknowledge and agree that this waiver is an essential and material part of this Agreement and that, without such waiver, this Agreement would not have been made.

2. [NAME] represents that he/she has not filed any Action against the Center with any administrative, state, federal or local agency, board arbitrator, or court, and will not do so at any time hereafter with regard to the released claims . [NAME] further represents that he/she will direct any agency, board, arbitrator, or court which may take jurisdiction over any such Action to withdraw the complaint or dismiss it with prejudice. [NAME] represents that he/she will not cooperate or participate in the investigation or prosecution of any such Action, unless required to do so by law.
3. [NAME] acknowledges that he/she: (1) has read each and every paragraph of this Agreement; (2) understands his/her respective rights and obligations; and (3) freely, voluntarily, and without coercion enters into this Agreement.
4. [NAME] acknowledges that he/she has been afforded the opportunity to consult an attorney or representative of his/her choice before signing this Agreement.

D. General Provisions

1. None of the Parties to this Agreement shall challenge the validity of this Agreement or any term of this Agreement.
2. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between them, and that this Agreement reflects their mutual agreement regarding the Agreement's subject matter. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.
3. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
4. All Parties agree that there are no claims or promises that are not set forth in this Agreement.
5. This Agreement may be executed simultaneously or in several counterparts. Each such executed counterpart shall be deemed an original.

6. The Effective Date of this Agreement is the date upon which it is ratified by the Center's Governing Board. Should the Governing Board fail to ratify this Agreement, it shall be null and void.

Dated:_____, 2020

Dated: _____, 2020

[NAME]

[ADMINISTRATOR NAME]

[TITLE]

Sacramento Regional Fire/EMS
Communications Center



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.sfecc.ca.gov

SRFECC Positions & Authorization Document (PAD) - Revised 08/06/2020					
FY 20/21					
Center Management					
Position	FTE Positions	Part Time or Temporary	Vacancies	Unfunded	Comments
Executive Director	1				
Deputy Director, Operations	1				
Deputy Director, Administration	1				
Executive Assistant	1				
Administrative Analyst	1			1	
Totals	5	0	0	1	
Operations Division					
Position	FTE Positions	Part Time or Temporary	Vacancies	Unfunded	Comments
EMS Coordinator		1			
Dispatcher Supervisor	7		1	1	
Dispatcher 2	17		1		
Dispatcher 1	21		1	3	
Part Time Dispatcher					
Totals	45	1	3	4	
Administration and IT Division					
Position	FTE Positions	Part Time or Temporary	Vacancies	Unfunded	Comments
HR Coordinator		1			
CAD Administrator	1				
Facilities Manager	1			1	
CAD Technician	1			1	
GIS Coordinator	2			2	
Telecommunications Engineer	1				
Help Desk Technician	1			1	
Office Specialist - Center	1			1	
Office Specialist - Admin	1				
Accounting Specialist	1			1	
Accounting Specialist II	1				
Payroll & Benefits Administrator	1				
Totals	12	1	0	7	
Totals	62	2	3	12	



QUOTE#Q-24588 Jeffrey Visger

Proposal Date:	7/13/2020
Proposal Valid Until:	10/5/2020

Customer Name:	Sacramento Regional Fire - Public Safety	NICE Account Executive:	Jeffrey Visger
Opportunity Number:	OP-00338065	Phone Number:	
City, State:	Sacramento	E-Mail:	jeff.visger@nice.com
Zip code:		Quote Creator:	Kevin Wolter
Country:	United States	Phone Number:	(360) 543-9090
Currency:	USD	E-Mail:	kevin.wolter@nice.com

Proposal Description: Services to expand the V7 system by six channels. The V7 software is quoted separately.

Total Software	0.00
Total Hardware	0.00
Total Products	0.00
Total Professional Services	7,500.00
Total Subscription Service	0.00
Total Maintenance	0.00
Total Quote	7,500.00

PROFESSIONAL SERVICES

INSTALLATION/INTEGRATION

Description	Service Identifier	Quantity	Unit List Price	Discount (%)	Unit Sell Price	Total Sell Price
First day per person per week. For preparation, review etc.	PS-IN-RPI31-PS	1.00	1,000.00		1,000.00	1,000.00
Global T&E per person. Not required for remote installations. Please quote appropriate quantity of this item to cover all T&E costs. This item is non discountable	PS-IN-RPI38-PS	2.00	1,000.00		1,000.00	2,000.00
Daily services fee for Moves/Adds/Changes, Monday - Friday, 8 - 5 local time	PS-UG-01-PS	2.00	1,500.00		1,500.00	3,000.00

PROJECT MANAGEMENT

Description	Service Identifier	Quantity	Unit List Price	Discount (%)	Unit Sell Price	Total Sell Price
Daily Project Management for Moves/Adds/Changes	PS-PM-PM16-PS	1.00	1,500.00		1,500.00	1,500.00

Total Services: 7,500.00

MAINTENANCE

1st Year Warranty

Description	Service Identifier	Maintenance Percentage	Discount Percentage	Net Annual Maintenance	Term (Years)	Total Maint. Price
Gold Support During Warranty (1st Year). Coverage: 24x7 for remote critical, all others 8 to 5. Remote response: 2 hrs. For call back response time and on-site response time please see the relevant NICE customer maintenance agreement. All on-site response times are in effect following the determination that on-site support is required. Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades.	SP-CO-MAIN02-PS	9.00		0.00	1.00	0.00

Total Warranty 1st Year: 0.00

Total Maintenance: 0.00

Total Quote: 7,500.00



NICE ■ Inform

ASSUMPTIONS AND DEPENDENCIES FOR IMPLEMENTATION SERVICES

Rev: 06/2019

NICE PUBLIC SAFETY
221 River St, 10th Floor
Hoboken, New Jersey, USA
www.nice.com

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NICE SYSTEMS GENERAL OVERVIEW OF IMPLEMENTATION SERVICES

This document outlines, in general terms, the various responsibilities and actions that NICE assumes as part of the services proposed in this quote. Furthermore, it seeks to outline responsibilities of the **Purchaser** (defined as Partner, Vendor or Customer).

This document is designed to be for information purposes only. Implementation details specific to each project will be provided by a NICE Project Manager during the project kick-off meeting. NICE assigns a Project Manager after receipt of a Services Purchase Order.

Similarly, the outline below is oriented toward installing systems. While much of it may also be applicable to other project types, such as upgrades, moves, expansion and other changes, this document is not designed to address the individual characteristics of those project types.

This document will also provide a brief overview of the tasks and responsibilities that are not included in the proposal and are assumed to be the responsibility of the Purchaser.

NICE SYSTEMS REMOTE PROJECT MANAGEMENT

NICE will assign a Project Manager (PM) to a project within 7 business days of receiving a services Purchase Order. The NICE PM will:

- Initiate and/or participate in a Project Kick-off meeting.
- Work with the Purchaser to establish mutually agreed project implementation dates, related milestones, and project communication cadence.
- Provide the Purchaser with site-prep requirements/documentation. This will be reviewed during kick-off and mutually agreed/confirmed between NICE and the Purchaser.
- Assign a project implementation resource (NICE Internal Process) and book that resource according to the agreed upon schedule.
 - Execution phase is typically 8 weeks from receipt of order to allow for all initiation, planning and risk mitigation work to commence.
 - NICE will assign an engineer to remote into the Purchaser system 2 weeks prior to the execution phase to validate readiness. The Purchaser will make the system and access available.

DEMARCATION

Unless specifically stated otherwise, the demarcation point is defined as the back of the recorder and/or other server hardware that NICE provides. NICE ONLY supplies services or materials to connect media and data feeds from the demarcation point to the NICE equipment.

Racking and stacking the equipment is the responsibility of the owner of the rack (Purchaser).

All server hardware supplied by NICE comes with standard HP rack-mounting equipment for 4-post racks and cabinets. If this is not suitable for the rack provided for the NICE equipment, the owner/provider of the rack is responsible for supplying a suitable alternative.

The Purchaser is responsible for providing power and an operating environment that allows the hardware to function within factory specifications and tolerances.

- Purchaser is responsible for ensuring the availability and proper function of all audio for recording up to and including the demarcation point.
- Purchaser is responsible for ensuring the availability and proper function of any data feeds being utilized for capture by the recording system including but not limited to ANI/ALI, Caller ID, CTI, etc. up to and including the demarcation point whether hard point or LAN based.
- Purchaser is responsible for all wiring up to and including the demarcation point to include audio signaling, network and antennae (if required).
- Unless specifically stated and previously agreed by both parties, all telephony audio feeds for recording must be in two-wire format.
- All Analog/TDM inputs to be recorded must be presented to punch-blocks within 10 meters (30 feet cable length) of the rear of the logger servers.
- Refer to the NICE Parrot-DSC card Installation Guide and NICE IDD for details on supported cable lengths and distances between PBX and digital phone sets and the tap length to ensure cable distances are within specification for correct operation of the logger without disrupting phone operation.

NICE IMPLEMENTATION TASKS AND RESPONSIBILITIES

- All on-site work only performed during normal business hours unless quote stipulates otherwise.
- Configure NICE solution server as required e.g. IP address/Hostname/Time (Per Server)
- Install all Operating System and Database technologies necessary to support NICE supplied software on the server hardware including relevant/mandatory Operating System patches and updates
- Install interface cards if included in the solution
- Install and configure User Interface Applications
- Install and configure NICE supplied Alarm Management (if included in the solution)
- Configure media archiving, as necessary
- Perform and complete the system ITP

TASK AND RESPONSIBILITY SUMMARY

TASK	RESPONSIBILITY
Rack and Stack Equipment	Purchaser
Power (primary and back-up)	Purchaser
Audio Cabling	Purchaser
Call Data Feeds (e.g. ANI/ALI)	Purchaser
Install Microsoft Software (on servers provided by NICE)	NICE
Install NICE Software	NICE

Optimize NICE Servers	NICE
Install / Supply Anti-Virus Software	Purchaser
Training Facility	Purchaser
Training and Documentation	NICE
Perform / Complete the ITP	NICE
Network Configuration Outside the Server, Including Firewalls, WAN	Purchaser

TRAINING

Prior to Implementation, the NICE PM will schedule training as purchased at a date mutually agreed upon by all parties. The PM will remind the Purchaser of the limitations on the maximum number of students for the respective training course.

Please note that cancellations/rescheduling within 15 days of the agreed-upon training date will result in a cancellation fee.

The NICE PM will review the Purchaser requirements for facilitating successful on-site training (if purchased). In general terms, the following will be required:

- Comfortable conditions for the training sessions
- Playback PC workstations connected to the Inform server (in adequate numbers)
- Projector connected to a Playback PC
- A whiteboard or flip chart is desirable

NICE IS COMMITTED TO CUSTOMER SATISFACTION

Upon completion of the ITP, if the Purchaser is not satisfied with the implementation, then any issues will be addressed by NICE Support, rather than NICE/Purchaser Implementation team. NICE will make every effort to accommodate an implementation schedule requested by the Purchaser, but NICE cannot guarantee availability of resources for the required dates when the services PO is received less than 8 weeks from the day required on-site.

ADDITIONAL ASSUMPTIONS AND DEPENDENCIES

- Purchaser will provide detailed schematic of infrastructure, including details of all routers/switches for the data network relating to the recorder system and the mapping of phone lines in the system.
- The Purchaser must notify NICE of any compulsory Site Safety induction required for site access. Non-notification will result in project delays and incur additional services costs. Any Site Safety induction / access limitation that exceeds 1 hour in duration will require additional service fees.
- The Purchaser must notify NICE of any compulsory server hardening policies PRIOR TO TAKING A PURCHASE ORDER. Otherwise, this will be determined as being out of scope.

CABINET AND RACK MOUNTING

- NICE recording hardware is designed for use with standard 19" four (4) post racks using a NICE supplied rail kit.
- All third-party servers ordered directly from NICE include rail kits for 4-post cabinet mounting.
- If third party servers are sourced by the Purchaser from a vendor other than NICE, all mounting hardware is the responsibility of the Purchaser.
- Whenever 2-post racks/cabinets are to be used, it is up to the supplier of the cabinet to provide appropriate 2-post to 4-post conversion or shelving for all hardware purchased from NICE. NICE provides no shelving.
- NICE does not provide any rack hardware or cabling not specifically described in the attached proposal including cables, cable management devices or power distribution units.
- NICE does not decommission legacy hardware or product; This is the responsibility of the Purchaser

FACILITIES (ELECTRICAL, HVAC AND DIMENSIONS)

- Purchasers are responsible for providing the required power for the proposed system including all associated wiring, hardware, outlets, grounding etc.
- Electrical connectors for all NICE recording systems are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.
- All electrical outlets for the proposed system should be located no more than three (3) feet from the rear of the equipment location.
- Purchasers are responsible for providing heating, ventilation and air-conditioning capabilities that provide sufficient heat dissipation for the proposed system as defined in the environmental specifications (separate document).
- If Purchaser wishes to have parallel operation of new NICE system and legacy recording system, the Purchaser shall provide sufficient space (floor, rack, etc.) in work area.
- The Solution is not certified for seismic activity and does not include any hardware or subsystems making it more [or less] susceptible to seismic activity.
- To ensure operation during a power failure, all recording equipment associated to the recording process should be protected by an Uninterruptible Power Supply (UPS). It is also recommended

that the dual power supplies on the NICE supplied servers be connected to separate circuits for added protection.

- Purchaser is responsible for providing UPS backup to provide enough power to associated equipment for a minimum of five (5) minutes subsequent to loss of power.
- It is the Purchaser's responsibility to load UPS software or connect UPS hardware to the NICE equipment for auto shutdown on power fail.
- More information is available in the Rack Specifications below.

INTEGRATION TO CAD

- Where integration to the Purchaser's CAD system has been purchased, the Purchaser is responsible for providing / supporting connectivity either to the CAD system backup/reporting/main Microsoft SQL database or to a CAD system API as appropriate to the integration. Please refer to the NICE Inform Solution Integrations Description Document for specific CAD systems and versions supported and Appendix A – Integrations for specific details.

LABOR

- Purchaser will ensure that all contracted union or other labor will NOT DELAY acceptance, unloading, delivery, locating and affixing system cabinets and components in designated space.
- The Purchaser is responsible for all aspects of Union or other labor negotiations, procurement, contracting, use and payment. If the Purchaser requires the use of union or other labor for part or all work to be performed, the Purchaser is responsible for this labor to accept, unload, deliver, locate and affix system cabinets and components, wire and otherwise "setup" system components (such as cables and wiring) under the direction of a NICE Implementation engineer. The cost of non-NICE labor is not reflected in this SOW.
- Purchaser will not require union or other "non-NICE" labor after siting (placement and wiring) of equipment.

NICE INFORM INTERFACE AND INFRASTRUCTURE

- Purchaser supplied replay workstations must support the Microsoft .NET infrastructure.
- Purchaser is responsible for all on-going management of all sub-systems in the solutions (e.g. NICE Inform Recorder, MCC7500 IP Radio Logger, NICE Inform, including database back-ups, archive management, windows updates, HP drivers, Anti-Virus (exclusion files are found on ExtraNICE) etc.

NETWORK

- Purchaser is responsible for all data network infrastructure not purchased from NICE including (but not limited to) switches, hubs, bridges, routers, firewalls, external caching devices and cabling.
- NICE recorders and servers require a static IP address for each device.
- The Purchaser will provide one network connection (minimum CAT5e/RJ45 cable) for each system component requiring network access.

- Network utilizes Microsoft's TCP/IP protocol stack.
- Network supports minimum 100BaseT Ethernet.
- Purchaser will provide signals from the Purchaser network on minimum CAT 5e/6 (RJ45 terminated).
- LAN/WAN latency is assumed to be less than 30 milliseconds.
- Automated system processes such as automatic installation of patches, application pushes, automated anti-virus updates, etc. are not to be run on logging system components (loggers, servers, etc.), unless specifically addressed in a separate SOW documentation.
- The Purchaser is responsible for any Port spanning/mirroring or packet duplication to facilitate passive VOIP recording.
- The Purchaser is responsible for any configuration of duplicate audio/SIP streams for "2N" or secondary recording system.
- The Purchaser is responsible for providing the required network bandwidth for archiving and streaming of all recorded media. The requirements of this are covered in the Sales discovery process.

ARCHIVING

- The proposed Solution provides storage internal to the logger. Unless specifically stated, NICE makes no claim as to the retention period (measured in the number of days) which this Solution will support. For example, the MCC 7500 IP Radio Logger can store up to 150,000 hours of digitally trunked radio audio. NICE can make no claim as to how many days this will be - as it is entirely dependent on the amount of audio the Purchaser generates each day.
- The solution includes a SQL database (with appropriate SQL licensing) for each logger. It is the responsibility of the Purchaser to back-up these databases on a regular basis.
- The storage in the recorder for SQL database tables is not unlimited. If Purchaser retention requirements are measured in years rather than months, it is the responsibility of the Purchaser to raise this subject with NICE prior to the final system configuration. This will help ensure the Purchaser receives a solution that will meet retention requirements.
- If the Purchaser is archiving to network storage, the LAN/WAN latency in the network is assumed to be less than thirty (30) milliseconds.
- Any network storage used for archiving becomes the primary storage for playback of audio. It is the Purchaser responsibility to ensure that Purchaser provided storage is designed to last for the media retention period required.

IMPLEMENTATION AND CUT-OVER

- If parallel recording is included in this proposal, it will be the responsibility of the Purchaser to provide all duplicate/parallel connectivity and data feeds to enable the second/parallel system to capture the desired audio and associated data.
- NICE is not responsible for the moving or removal of legacy recording system.
- Purchaser is responsible for all replay workstations unless specifically stated otherwise.
- Purchaser will identify designated internal IT/Telephony/Network staff dedicated to the implementation of the Solution, in writing, prior to the commencement of the on-site implementation.

- For the installation/implementation of product, the Purchaser is responsible for notifying the identified NICE Point of Contact (POC) in writing at least 14 days in advance of schedule change or cancellation of services. Exception: Training (see Training section above).
- For User Training, the Purchaser is responsible for notifying the identified NICE POC in writing at least fifteen (15) days in advance of the schedule change or cancellation.
- Purchaser will provide all required site clearances for NICE staff from commencement of project (i.e. project kickoff meeting) through project completion. Project completion is defined as completion of the ITP and transition of support to NICE Customer Support Center.
- Purchaser will designate an authorized representative to participate in the Installation Test Procedure ("ITP") in its entirety. This representative will be identified prior to start of on-site implementation.

PROJECT COMPLETION, POST IMPLEMENTATION, AND MAINTENANCE

- Purchaser will ensure that all radio, dispatch, telephony and network systems are available and fully operational prior to the arrival of the NICE equipment.
- Purchaser will ensure availability of designated staff to assist in commissioning/implementation issues within a reasonable time once notified by NICE staff that their assistance is required.
- Purchaser will provide reasonable and necessary access to all required equipment upon verbal or written request by NICE Staff within a reasonable time period upon request.
- Purchaser is responsible for full-time system management subsequent to completion of implementation and training of Purchaser staff.
- Purchaser is responsible for provision of direct remote access to support either implementation or maintenance of the solution. NICE expect direct access that does not require Purchaser interaction or time to connect. The NICE Project Manager will confirm with the Purchaser the mode of operation in the preparation stage.
- There are a range of NICE maintenance agreements offering differing levels of coverage. Please see the relevant NICE customer maintenance agreement for remote, call back and on-site response times. All on-site response times come into effect following the determination that on-site support is required.
- Systems under NICE maintenance agreements are deemed mission critical and the application of hot fixes, update packs and minor version upgrades will be taken into individual consideration and discussed with the client. For any system at risk due to a systemic issue that will impact operation, NICE will proactively engage the Purchaser to schedule the update.

APPENDIX A - INTEGRATIONS

The primary dependency of any integration is to have correct connectivity to the systems and resources that need to be recorded.

The baseline connectivity need is for all systems and resources that need to be recorded to adhere to the DEMARCATION assumptions and dependencies defined earlier in this document

Specific integration needs outside of or differing from those defined in the following sections may be subject to further refinement during the discovery / negotiation process with the Purchaser.

ANI/ALI LOCATION

- If ANI/ALI is delivered via Serial RS232, the cable supplied by the Purchaser must be terminated in a DB9 FEMALE connector at the rear of the logging server.
- Purchaser is responsible for providing a data capture file and/or written specification defining the structure of their ANI/ALI feed prior to confirmation of ANI/ALI driver operation. Ideally this should be provided to the NICE PM at or soon after the project kick-off meeting.
- Purchaser is responsible for the provision of cabling and configuration of their systems in order to deliver identical location information to two separate logging servers in a 2N resilient environment.

TELEPHONY INTEGRATIONS

Purchaser is responsible for providing all necessary hardware, software, licensing and installation of CTI, CDR and SMDR feeds for any and all PBX's to meet the integration requirements.

AQUA/PRIORITY DISPATCH INTEGRATION

NICE only provides integration access to its systems for the Priority Dispatch solution to access captured media and associated metadata. NICE does not deliver installation and configuration services, nor does it provide end user training.

The NICE PM will coordinate installation and configuration activities that are carried out by the integration owner, Word Systems. All integration and configuration activities will ONLY be provided by remote dial-in access to the Purchaser site and it is the Purchaser responsibility to provide appropriate access.

End User training must be arranged directly by the Purchaser with Priority Dispatch or their agents.

MOTOROLA MCC 7500 IP TRUNKED RADIO INTEGRATION

The NICE Inform MCC 7500 IP Logging Solution resides on the Motorola Radio Network (RNI) and provides Motorola certified capture of IP radio and associated metadata as well as full integration with the Motorola alarm management infrastructure.

The Archive Interface Server (AIS) is the primary interface connection for the NICE MCC 7500 IP Logging Solution. This is a Motorola product and only Motorola can provide it.

The Purchaser is responsible for procurement and installation of all required IP infrastructure and AIS devices.

- NICE MCC 7500 IP Logging Solution is certified by Motorola and can only reside inside the Motorola Border Router, on the Motorola RNI.
- It is the Purchaser/Motorola engineering responsibility to configure the AIS to output desired Talk Group audio and associated metadata to the NICE MCC 7500 IP Logging Solution
- The following audio is NOT recorded by the Solution:
 - Audio associated with talk groups NOT affiliated with an AIS in MCC 7500 based IP Systems
 - Please note the Logging solution will not record audio on Talk Groups that are not programmed into the AIS.
 - Also, depending on how the solution is configured, the Logging system may not record audio when the radio system reverts to fail-safe mode. If recording while in fail-safe mode is a requirement, please discuss with Motorola to ensure the recording solution is properly configured to do so.
- The Purchaser is responsible for ensuring that their Motorola technician is present or available during the installation and configuration of the NICE MCC 7500 IP Logging Solution installation.

STAGING OF MCC 7500 IP RADIO LOGGER

The NICE MCC 7500 IP Radio Logger and User Interface may be first installed at Staging in Elgin. The proposal may include services for Staging in Elgin or performing the whole installation at the Purchaser site. However, please note that the proposal does not include fees for Staging at a different facility - or if NICE is required to make two separate trips to the Purchaser site to install (one for Staging and one for Commissioning). Additional travel fees will be required if Staging is to occur at a site other than CCSi in Elgin or the final Purchaser site.

ADDITIONAL NOTES ON MOTOROLA INTEGRATION

All projects are governed by the Terms and Conditions in the existing Servicer Subcontractor Agreement dated June 15, 2006 between NICE and Motorola, and subsequent amendments. Below is a list of some of the most relevant T&C's:

- NICE invoices product on shipment
- NICE invoices services upon completion of the milestones listed in the Statement of Work
- Motorola and the end User are invited to participate in the ITP, but their participation is not mandatory
- Some additional information. - Please allow up to 60 days for delivery (from date Purchase Order is received)
- Purchaser is responsible for any return shipping costs.

CAD INTEGRATIONS

Specific CAD integrations require the following:

- Spillman FLEX CAD 6.1 or later* – provide network access from the Inform server(s) to the Spillman FLEX Data Exchange API with a suitably configured login account.
- Motorola PremierOne CAD 4.1 or later* - provide network access from the Inform server(s) to the Reporting Data Warehouse database and a SQL account on that database with read-only access to the 'Master' and 'Standard' views or equivalents.
- Hexagon Intergraph CAD 9.2 or later* - provide network access from the Inform server(s) to the back-up (or main) CAD database and a SQL account on that database with read-only access to all tables in the database.
- Superior CAD 18.0 or later* - provide network access from the Inform server(s) to the main CAD database and a SQL account on that database with read-only access to all tables in the database.
- TriTech TotalCommand CAD 2.9.1* - provide network access from the Inform server(s) to the CAD Data Warehouse database and a SQL account on that database with read-only access to all tables in the database.
- TriTech Inform CAD 5.8 or later* - provide network access from the Inform server(s) to the CAD Reporting database and a SQL account on that database with read access to all tables in the database and also with EXECUTE permissions for the FN_ConvertToRealLatitude and FN_ConvertRealLongitude functions.

* Please refer to the latest NICE Inform Solution Integrations Description Document for specific CAD systems and versions supported.

* For the implementation of any CAD integration, NICE requires credentials to Purchaser database and firewall ports.

RACK SPECIFICATIONS

Equipment Dimensions and Power Requirements

Equipment Dimensions and Power Requirements												
Imperial										Voltage		
Component	HP Quick Specs	Weight (lbs.)*	Height (in)	Width (in)	Depth (in)	Height in Units (U)	Watts (joules/sec)	Thermal Diss BTU/hr.	Amps	Inlets (# of PSU's)	Static IP Addressees Required	Network Drops Required
Motorola IP Logger (HP DL 360p Gen10)	Link	33.3	1.70	17.2	27.5	1.0	500	1979	4.55	2	1	1
Motorola IP Logger Backup (HP DL 360p Gen10)	Link	33.3	1.70	17.2	27.5	1.0	500	1979	4.55	2	1	1
Motorola IP Logger (HP DL 360p Gen9)	Link	33.3	1.70	17.2	27.5	1.0	500	1979	4.55	2	1	1
Motorola IP Logger Backup (HP DL 360p Gen9)	Link	33.3	1.70	17.2	27.5	1.0	500	1979	4.55	2	1	1
NICE Inform Server (HP DL380p Gen9 or Gen10)	Link	51.0	3.44	17.5	28.8	2.0	800	3207	7.27	2	1	1
NICE Storage Center Server (HP DL 380p Gen9 or Gen10)	Link	51.0	3.44	17.5	28.8	2.0	800	3207	7.27	2	1	1
NRX/NIR Server - ML350 Gen9 or Gen10	Link	121.0	8.58	17.5	29.4	5.0	500	1979	4.55	2	1	1
Monitor/Keyboard/Mouse	N/A	42.0	1.80	19.0	23.6	1.0	24	82	0.22	1	0	0
KVM	N/A	38.1	1.75	19.0	17.5	1.0	48	164	0.44	1	0	0
		525.7			29.4	19.0	5317.0	17763.4		18.0	8.0	8.0
* Maximum possible weight. Configured server may weigh less												
* All HP Servers with come with HP Rack Mount Kit for 4-post cabinet/rack. If 2 post rack is being used, Purchaser must provide appropriate 4 post conversion kit and bracing												

NICE Systems Monitor - KVM Package:													
Monitor		17" in a 1U slide-away package with mouse and keyboard											
		Requires PC or KVM with PS/2 connectors											
		Comes with a KVM connector cable and power cord											
KVM		16 Port											
		Supports PS/2 and USB connectors											
Note: The above information is meant to be guidelines only. For specific information about hardware specifications, please consult manufacturer's literature.													

SYSTEM INLET TEMPERATURE

Standard Operating Support 10° to 35°C (50° to 95°F) at sea level with an altitude derating of 1.0°C per every 305 m (1.8°F per every 1000 ft) above sea level to a maximum of 3050 m (10,000 ft), no direct sustained sunlight. Maximum rate of change is 20°C/hr (36°F/hr). The upper limit and rate of change may be limited by the type and number of options installed. System performance during standard operating support may be reduced if operating with a fan fault or above 30°C (86°F). For approved hardware configurations, the supported system inlet range is extended to be: 5° to 10°C (41° to 50°F) and 35° to 40°C (95° to 104°F) at sea level with an altitude derating of 1.0°C per every 175 m (1.8°F per every 574 ft) above 900 m (2953 ft) to a maximum of 3050 m (10,000 ft).

Performance may be reduced if operating in the extended ambient operating range or with a fan fault.

RELATIVE HUMIDITY (NON-CONDENSING)

Operating 8% to 90% - Relative humidity (Rh), 28°C maximum wet bulb temperature, non-condensing.

Non-operating 5 to 95% relative humidity (Rh), 38.7°C (101.7°F) maximum wet bulb temperature, non-condensing.

ALTITUDE

Operating 3050 m (10,000 ft). This value may be limited by the type and number of options installed. Maximum allowable altitude change rate is 457 m/min (1500 ft/min). Non-operating 9144 m (30,000 ft).

Factory warranty may be affected by operating outside of the environmental conditions specified, additional fees may be required to effect repairs.

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Public Safety - Inform 7

Generated By NICE Proposal Designer

Opportunity Name: SRF
Customer Name:
Contact Name:
Solution Engineer: [Kevin Wolter](#)
Description: Addition of 6 VoIP viper channels to the existing v7 system. Services to be quoted separately.
Project Name:

Opportunity Number:
Quote number: S-014221
Date: 7-Jul-20
Valid Until: 31-Oct-20
Sales Representative:

Note: All prices quoted in USD \$.

Investment proposal

Site Name	Number of expansion channels	Software Product
FYDN	6	\$3,450.00
Grand Total:	6	\$3,450.00

* service to be qutoed seperatly

Order Information: To order this Quotation, please submit a Purchase Order (PO) with all the items of this Quotation and additional order details such as: PO number, this Quotation Reference, Company details, Delivery Address(es), and:

- End-Customer name: _____
- Type of Customer: Public Safety
- Installation Type: Existing System



August 3, 2020

Tyler Wagaman
Sacramento Regional Fire/EMS Communication Center
10230 Systems Parkway
Sacramento, CA 95827

Job Site Location: **Sacramento Regional Fire/EMS Communication Center** – 10230 Systems Parkway, Sacramento, CA 95827

Dear: Tyler

Lawson Mechanical Service Division is pleased to have the opportunity to serve you; we look forward to collaborating with you to make this a successful, well-coordinated project.

SCOPE OF WORK: Server Room AC#1 Unit Replacement Addendum #1

- Coordinate access and schedule
- Remove one (1) existing indoor and 1 (one) outdoor unit.
- Install one (1) 4 Ton Fujitsu outdoor unit, **unit in stock.**
- Install two (2) 2 ton Fujitsu wall mounted indoor unit, **unit in stock.**
- Mout indoor unit on wall above double doors and directly infront of dispatch equipment.
- Run new power, high and low voltage, condensate, and control wiring.
- Crane, rigging and proper disposal are included.
- Secure components; test and verify operations
- Secure components; perform start up, test, and verify operations
- Permits and fees are included.
- Clean up site and remove any debris from work area generated by Lawson Mechanical

QUOTATION:

The total price for this agreement including all labor, material and tax will be **\$3,289.00**. This quote is valid for 60 (Sixty) days from the date of proposal.

Option #1: Install 5 Ton Samsung Multi Head Ductless Split System **Adjusted Price \$8,297.00**

- Install one (1) 5-ton outdoor units
- Install two (2) 2.5-ton wall mounted indoor units

Initial to Select Option: 16

EXCLUSIONS:

- Overtime labor
- Electrical disconnects
- Electrical upgrades
- Duct smoke detectors
- HERS testing if required
- Air Balance/3rd Party Air Balance
- All 3rd party testing
- Mechanical engineering, load calculations
- Structural engineering, modifications, or framing
- Asbestos or lead testing or removal
- Painting and patching
- Any and all items not specified

Please let us know if you would like to proceed by approving this proposal and forwarding a copy to Lawson Mechanical at Service@LawsonMechanical.com.

Sincerely,

Sterling Shells
Asset Strategies Manager
M: 916-769-9888
Fax: 916-362-4905

Acceptance:

Title: EXECUTIVE DIRECTOR
Approved By: TYLER WAGAMAN
Date: 8/4/20
Purchase Order: _____

Proposal: #Q20-717