



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Matrix Consulting Group		
Purchase Order Number:			
Agency/Department Name:	Office of the County Executive	Department Number:	0107
Brief Description of Services			

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$127,000
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Term of Agreement

Start Date:	End Date: 4/19/2021
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	Select	0107		0107	127,000		
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Matrix Consulting Group				
Contact Person:	Richard Brady				
Street Address*:	1650 S. Amphlett Blvd				
City*:	San Mateo	State:	CA	Zip:	94402
Telephone Number*:	650-858-0507				
Email Address*:	rbrady@matrixcg.net.				
SCC Vendor Number: (As Assigned in SAP)					

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Office of the County Executive				
Program Manager/Contract Monitor Name:	Melanie Jimenez Perez				
Street Address:	70 W Hedding St				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:					
Fiscal Contact: (Accounts Payable Contact)	Gladys Cabagbag				
Contract Preparer:	Gladys Cabagbag/ 669-272-5562				



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	/S/	Date:	4/13/2021
County Agency/Department Fiscal Officer:	/S/	Date:	4/13/2021
County Counsel Approval as to Form and Legality	/S/	Date:	4/13/2021
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	/S/	Date:	4/13/2021
County Authorized Representative:		Date:	
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
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Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
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Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
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Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
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Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No
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Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
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Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
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Bus. License #:		Issued by:	
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Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
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Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
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If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
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If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>
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Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:	/S/	Dept. Fiscal Officer's Signature:	/S/
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**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or	<input checked="checked" type="checkbox"/>	See Attachment:	A	incorporated by this reference.
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B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or	<input checked="checked" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or



See Attachment:

A

Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes

☐

No

☒

Or



See Attachment:

A

Incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. COUNTY DATA

(1) **Definitions:** "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)
<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input type="checkbox"/>	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

<input checked="checked" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

Yes

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

Yes

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Non-owned Auto Insurance

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

Yes

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

☐
A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:
☐
B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

☐
Exhibit Name (s)

The Exhibits named above are attached and incorporated by this reference.

STATEMENT OF WORK

I. BACKGROUND/PURPOSE

Fire and emergency services are essential local government services, necessary to protect life and property. While services are costly and labor-intensive under the most normal of circumstances (requiring the construction, purchase, and maintenance of significant infrastructure), the most recent decades have seen a significant increase in number and intensity of wildland fires in the state of California due to changing climate and an overabundance of fuel within the wildland urban interface areas.

In order to ensure that the County can adequately prevent, prepare for, and respond to these threats, the County of Santa Clara ("County") hereby engages Matrix Consulting Group ("Contractor") to perform a comprehensive operational options study ("Study") that appraises the effectiveness of the current manner of providing services in identified jurisdictions with current fire protection services as well as those areas without services; identifies opportunities to enhance and regionalize services provided in consideration of the location, topography, and resources available; evaluates opportunities for synergy between existing and potential services in the geographic areas identified; and assesses the issues and options of each of those possible recommendations.

II. OBJECTIVES

- A. This operational options study will be designed to determine how to achieve the following benefits for the County of Santa Clara in the area of fire protection:
 - 1. Increased efficiency
 - 2. Improved training opportunities
 - 3. Eliminate duplication of services
 - 4. Enhance services
 - 5. Reduce Costs
 - 6. Avoid Costs
 - 7. Standardization
 - 8. Improve Customer Service
- B. The study shall consider all previous studies and audits that have been conducted, as well as review any statutory or contractual requirements that might have an impact on any actions considered, and any other applicable report, studies, or research that may offer opportunity for innovative, evidence-based options or recommendations.
- C. The study shall address the following:

1. **Fire Threats:** What sorts of fire threats are reasonably foreseeable in the next 20 years? What does an optimal, countywide or regional fire services delivery system need to address these threats? Relative to these foreseeable threats, are there gaps in terms of personnel, training, equipment, funding, infrastructure (water tanks, fire stations, roadways, power lines) mutual aid arrangements, communications, organizational structure, boundaries, etc., that can reasonably be expected to hamper optimal mitigation of these threats and/or response to fires?
2. **Fire Risk Mitigation:** Organizationally, should there be different structures for fire risk mitigation versus firefighting or should they be under the same umbrella? For example, if certain roadways need to be widened, to ensure rapid evacuation, or power lines buried to prevent fire hazards, and should this be managed by fire services or some other entity?
3. **Service Delivery:** What arrangement for the delivery of fire risk mitigation and firefighting services and medical response services is optimal for public safety? If there is no single optimal choice, what are the best options and what are the tradeoffs among these options? What are the legal, political, fiscal and practical barriers to implementing either the optimal choice or the various other options?
4. **Resources:** If additional resources are needed, how will they be paid for? Should funds be shifted from other existing services or are new revenues needed?
5. **Service Zones:** Within individual agencies, should service zones be continued or the use of service zones be expanded to address specific needs in different regions?

III. PROJECT REQUIREMENTS

- A. The Contractor shall conduct meetings with stakeholder groups for the purpose of gathering information, collecting feedback, and responding to the community's identified needs as relates to fire protection. Stakeholders will include, but not be limited to, the following:
 1. County of Santa Clara Office of the County Executive
 2. County of Santa Clara Office of the County Counsel
 3. Santa Clara County Central, Los Altos Hills, Saratoga, and South Santa Clara County Fire Protection Districts
 4. NASA Ames Fire Department
 5. Cities, city managers, fire departments, and local elected officials from those cities with fire departments as well as contracted services
 6. Local Agency Formation Commission (LAFCO)
 7. Representatives from CAL FIRE
 8. Fire District Boards of Commissioners
 9. Code Enforcement
 10. Homeowner's Fire Insurance Industry

11. Water Districts and other water purveyors
 12. Midpeninsula Regional Open Space District
 13. Santa Clara Valley Open Space Authority
 14. Rancher's Association
 15. Habitat Conservation Authority
 16. San Martin Neighborhood Alliance
 17. California State Parks system
 18. Volunteer firefighter companies
 19. Rural/Metro
 20. Pacific Gas and Electric Company
 21. Representatives from relevant employee labor unions
 22. Community business leaders
 23. Members of the public
 24. Other project stakeholders as requested or appropriate
- B. Stakeholder meetings are mandatory and critical to inform the public about all aspects of the intended study, how the Contractor will evaluate efficiency of services, and to receive verbal and written feedback from attendees on what the community feels to be important attributes for consideration during the study period.
- C. Contractor will engage the community throughout the study process and will present initial findings to ensure that final recommendations have incorporated needs and priorities from all affected stakeholders.
- D. The Contractor will present a final report that takes into account previous report and audit findings, current stakeholder feedback and recommendations, best practices from similarly structured fire services, and the ability of the affected agencies to operationalize the final recommendations – with a specific action plan for doing so.

IV. DELIVERABLES

- A. Task 1: Project initiation and documentation of fire and emergency service trends and issues
1. Contractor shall develop a thorough understanding of issues and expectations of all key parties to the study by interviewing key stakeholders including but not limited to:
 - a. Representatives of the County, including County Executive, County Counsel, County Planning, and LAFCO
 - b. Interview the Chief and personnel in the fire departments, in the County fire districts, CAL FIRE and Rural Metro.

2. Identify key members of the public and business community that should be contacted and interviewed for the study.
3. Produce a final project work plan reflecting the project team's updated understanding of the project and development of a weekly schedule and detailed task plan for the project.

B. Task 2: Community input

1. Contractor will develop community stakeholder input through the use of an online survey and six (6) virtual 'townhall' style meetings.
2. The virtual community meetings and the online survey will include the following elements:
 - a. Identification of which community or service area the resident or business owner is responding for.
 - b. Ranking of risks present in the area by priority from highest to lowest.
 - c. Identification of issues regarding services, costs, duplication, etc.
 - d. Type of mitigation expected for the various risks (elimination, reduction, accept or transfer).
3. Analysis of the community input sessions and survey results shall be included in interim reports and final reports.

C. Task 3: Analysis of fire protection services in Santa Clara County

1. Contractor shall submit an interim project report showing the current conditions and capabilities of fire and emergency services in Santa Clara County. This document shall be delivered to the County for factual review. The analysis shall include:
 - a. Description of the community served: Contractor will document basic descriptive information about each fire service area and the County as a whole
 - b. Fire protections data collection: Contractor will collect relevant data elements from the fire departments and districts including but not limited to:
 - i. Basic organizational descriptive information
 - ii. Administrative Documents
 - iii. Personnel Information (e.g., structure, classifications, roles and responsibilities, scheduling)
 - iv. Descriptive information about workload, call handling and performance records management, NFIRS, and CAD records
 - v. Training Approaches
 - vi. Fire Prevention records
 - vii. Current PSAP and dispatch providers and related radio infrastructure

- c. Community Risk Assessment: Contractor shall conduct a Community Risk Assessment that includes the range of hazards found within each services area and the County as whole, with growth projections for each. This shall include:
 - i. A Review of local planning/zoning data combined with Geographic Information System (GIS) data to evaluate the physical risks of the community,
 - ii. Review and interpretation of census and community development data
 - iii. Evaluation of Fire and EMS workloads and how they relate to risks
- d. Review of Historical System Performance: The Contractor will review and make observations in areas specifically involved in, or affecting, service levels and performance.

D. Task 4: Establish performance objectives and measures

Contractor shall develop performance objectives as well as compliance methodology to ensure the continual measurement of future performance. Once the interim report from Task 3 has been approved as factual the project team will work to develop an appropriate set of goals and objects for fire and emergency services specific to the types of risks identified as probable in each service area and the County as whole.

E. Task 5: Projection of fire and emergency service demands and personnel resource and capital needs

Contractor shall provide an interim report that includes analysis that comprehensively projects public safety service and staffing needs related to the planned development for each function of fire and emergency services. The project team will review the draft deliverable with the County and make revisions as needed.

F. Task 6: Final Report

1. Contractor shall develop a draft report and present results to community for input before presenting final report to County.
2. The draft report will be reviewed with the County while in draft form. Once all reviews and any necessary revisions have been completed and the report is in final form, Contractor shall make a formal presentation to stakeholders including staff, elected officials, and the public.
3. Once the work tasks noted above have been completed, the Contractor's findings, conclusions, and recommendations will be documented in the form of a detailed final report. This report will contain the analysis and recommendations for delivering optimal services from existing locations and short-term, mid-term and long-range options for improving services in each service area and the County.
4. The Final report shall consist of:
 - a. Executive summary describing the report, methods utilized for analysis, findings and key recommendations.

- b. Specific recommendations regarding:
 - i. Design of an optimal countywide or regional fire and EMS delivery system
 - ii. Any recommended relocation of facilities
 - iii. General location of any required future fire stations
 - iv. Selection and deployment of each apparatus type
 - v. Deployment of operations personnel
 - vi. Deployment of any special units or resources
 - vii. Changes to management systems or administrative staffing
 - viii. Changes to the organizational design of fire and emergency services
 - ix. Structures for risk management versus firefighting
- c. Evaluation and description of deployment options to include:
 - i. Best long-range strategy for service delivery
 - ii. Recommended performance objectives
 - iii. Benefits gained through implementation
 - iv. Extent to which performance objectives will be achieved
 - v. Any potential negative consequences associated with the implementation
 - vi. Summary of benefits gained through implementation of recommendations
- 1. Evaluation of service areas and funding:
 - i. Opportunities to change current service areas to better address needs
 - ii. How additional resources should be funded

V. PROJECT TIMELINE

The Contractor will perform the deliverables according to the timeline below. The project timeline is subject to change based on agreement between the County and Contractor.

Tasks 1	Month 1
Task 2	Months 2 through 4
Task 3	Month 5
Task 4	Months 6 and 7
Task 5	Months 8 through 10
Task 6	Months 11 and 12

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VI. PAYMENT TERMS

- A. The maximum total compensation paid to the Contractor under this Agreement shall not exceed the Maximum Financial Obligation of \$127,000 as outlined in the tables below,

Tasks 1	\$27,440
Task 2	\$13,680
Task 3	\$27,600
Task 4	\$13,440
Task 5	\$19,760
Task 6	\$20,160
Total	\$127,000

- B. Payment will be made upon submittal of invoice, including detailed narrative of work complete to support the amount being invoiced, and any requested supporting documentation, and approval by the designated County Contract Monitor. The County reserves the right to require Contractor to supplement narratives the County deems insufficient to support the amount being invoiced.
- C. The Contractor must submit an invoice after completion of each deliverable. Invoices are due within 15 days upon completion of a deliverable.
- D. The County and Contractor may agree to modify the budget to reflect the service delivery needs of the County, so long as the budget does not exceed the Maximum Financial Obligation indicated above. The County's agreement to such modifications is subject to the County Agency/Department Manager and County Agency/Department Fiscal Officer.
