



CITY CLERKS ASSOCIATION OF CALIFORNIA
EXECUTIVE BOARD MEETING
VIA CONFERENCE CALL

Conference Call Number 916-658-8286

Agenda

Tuesday, July 5, 2016

2:00 p.m.

- 1. CALL TO ORDER**
- 2. ATTENDANCE/EXCUSED ABSENCES**
 - a. Approval of Absences
- 3. TREASURER'S REPORT**
 - a. Adopt the 2016-17 Budget (Domen)
- 4. NEW BUSINESS/ACTION/DISCUSSION ITEMS**
 - a. Receive and approve a Consultant Agreement template that will be used for the retention of consultant services for the purpose of delivering education sessions in sixteen regions in California. (Abrahamson) – Verbal report – attachments only
 - b. Receive a report from the Professional Development Committee (PDC) and consider adopting a new Scholarship Application that combines both the Institute and Alternative Scholarship Program into one application, and revised changes to the CCAC Scholarships Policy specifically to the criteria for Institute Scholarships and the Alternative Scholarship Program (Abrahamson)
- 5. ADJOURNMENT**

City Clerks Association of California
2016-17 Budget
 July 1, 2016 - June 30, 2017

	2015-16		2016-17	
	Budget	Actual	Budget	Actual
REVENUES				
Total Membership Dues	\$ 92,700	\$ 111,640	\$ 100,000	
<u>Investments</u>				
Interest-Sav, CD, Checkg	\$ 25	\$ 19	\$ 20	
Total Investments	\$ 25	\$ 19	\$ 20	\$ -
<u>Conference Revenue</u>				
Advanced Academy Fees	\$ 4,500	\$ 7,400	\$ 5,000	
Exhibitor Fees	\$ 25,550	\$ 29,100	\$ 20,000	
Exhibitor Sponsorships	\$ 21,500		\$ 10,000	
Registration Fees including events	\$ 74,208	\$ 126,049	\$ 90,000	
Total Conference Revenue	\$ 125,758	\$ 162,549	\$ 125,000	\$ -
Handbook Revenue	\$ 2,000	\$ 1,960	\$ 1,500	
<u>Fundraising Revenue</u>				
Fundraising Revenue	\$ 5,000	\$ 9,062	\$ 6,000	
Scholarship Fund frm Dues	\$ 200			
CCAC Store Sales	\$ 3,000	\$ 2,614	\$ 2,500	
Total Fundraising Revenue	\$ 8,200	\$ 11,676	\$ 8,500	\$ -
Advertising Revenue	\$ 10,000	\$ 20,100	\$ 15,000	
<u>Training Revenue</u>				
Nuts & Bolts	\$ 30,000	\$ 33,935	\$ 30,000	
Region Meetings			\$ 25,600	
Region Meeting Sponsors			\$ 10,000	
Athenian Dialogue	\$ 6,000	\$ 9,834	\$ 19,500	
Total Training Revenue	\$ 36,000	\$ 43,768	\$ 85,100	\$ -
TOTAL INCOME	\$ 274,683	\$ 351,711	\$ 335,120	\$ -
EXPENSES				
Presidential Expenses	\$ 6,000	\$ 6,463	\$ 6,000	
Institute Directors Conf Attendance	\$ 6,000		\$ 6,000	
Operating Expenses (supplies/copying/mail/licenses)	\$ 1,513	\$ 651	\$ 1,000	
Bank & Credit Card Processing Fees	\$ 6,000	\$ 6,633	\$ 7,000	
Total Direct Expenses	\$ 19,513	\$ 13,746	\$ 20,000	\$ -
<u>Professional Services</u>				
Accounting & Tax Prep	\$ 3,500		\$ 3,500	
Bond Expense (every other year - 2016 / 2018)	\$ 1,000		\$ 1,000	
Insurance	\$ 3,500	\$ 1,174	\$ 3,500	
Legal Fees	\$ 1,500		\$ 1,500	
Election Expenses (Martin & Chapman)	\$ 1,800	\$ 3,287	\$ 1,800	
Other: Structural Study (from fund balance - not repeat)		\$ 7,000		
NEW: SMA Association Management (Bookkeeping/Mmbr) ¹	\$ 17,200	\$ 14,700	\$ 26,178	
NEW: Capitol Tracker (Legislative Tracker) \$159/mo	\$ 1,272		\$ 1,908	

	2015-16		2016-17	
	Budget	Actual	Budget	Actual
Total Professional Services	\$ 29,772		\$ 39,386	
<u>Committees Expenses & Travel</u>				
General	\$ 500	\$ 40	\$ 500	
Legislative	\$ 2,500	\$ 2,275	\$ 2,500	
Nominations	\$ 100		\$ 100	
Educ / Prof. Development	\$ 3,000	\$ 368	\$ 3,000	
Hospitality Committee	\$ 150		\$ 150	
Total Committees	\$ 6,250	\$ 2,683	\$ 6,250	\$ -
Recognition & Awards	\$ 500	\$ 304	\$ 500	
Membership Dues Payouts	\$ 40,000	\$ 22,041	\$ -	
<u>Technology</u>				
Software Purchase (Quickbooks/On-line/Virus)	\$ 750	\$ 226	\$ 750	
Memberclicks - annual (going forward \$4200)	\$ 5,000	\$ 5,174	\$ 5,000	
Technology	\$ 5,750	\$ 5,400	\$ 5,750	\$ -
Annual Conference Expenses	\$ 108,500	\$ 162,836	\$ 125,000	
IIMC & Region IX expense & candidate support	\$ 4,370	\$ 5,030	\$ 4,400	
Handbook	\$ -	\$ -	\$ -	\$ -
Restructuring Outreach & Extra Board Meetings	\$ 8,000		\$ 3,000	
Board Meeting Expense	\$ 15,000	\$ 14,045	\$ 15,000	
<u>Fundraising & Store Expense</u>				
Fundraising Expenses	\$ 2,000	\$ 1,781	\$ 2,000	
Store Expenses	\$ 1,500	\$ 1,108	\$ 1,500	
Fundraising	\$ 3,500	\$ 2,889	\$ 3,500	\$ -
<u>Training expenses</u>				
Nuts & Bolts	\$ 14,000	\$ 16,662	\$ 16,000	
Region Trainers			\$ 26,000	
Region Meetings			\$ 9,600	
Athenian Dialogue	\$ 5,000	\$ 8,325	\$ 16,000	
Total Training expenses	\$ 19,000	\$ 24,987	\$ 67,600	\$ -
<u>Scholarships</u>				
MCEF Contribution	\$ 2,500	\$ 2,500	\$ 2,500	
Scholarships - CCAC Conf.	\$ 2,500	\$ 2,015	\$ 2,500	
Scholarships - TTC / LTC / MMCA	\$ 33,000	\$ 10,800	\$ 33,000	
Scholarships -Alternative	\$ 3,000	\$ 2,337	\$ 3,000	
Scholarship funded by others		\$ 22,977		
Encumbered carry forward from 2015 to 2016		\$ 3,645		\$ 300
Encumbered Full Registration Scholarship		\$ 9,256		
Total Scholarships	\$ 41,000	\$ 53,531	\$ 41,000	\$ 300
<u>Special Projects</u>				
LOCC Booth	\$ -	\$ -	\$ -	\$ -
Video Production for Promotion		\$ -		\$ -
Total Special Projects	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	301,155	307,491	331,386	300
NET INCOME / (LOSS)	-26,472	44,220	3,734	-300

CCAC RFQ RESPONSES - REGIONAL EDUCATION

COMPANY	EXPERIENCE	MARKETING	FEES	EXPENSES	COURSES (NOT REQUIRED)	COMMENTS	AVAILABILITY
Gladwell Governmental Services, Inc.	Over 150 CA cities and special districts; trainer at CCAC, TTC, CEPO, IIMC, ARMA, and AIIM.	Professional graphics and artwork; social media; website; CCAC resources	\$450 per course	None	(1) E-Records, E-Mail, Trustworthy Electronic Records, Retention, Document Imaging, and Other Leadership Opportunities; (2) How to Get Funding/Increase Your Budget (More Staff? Projects? Your Wish List...)	Will provide training personally; references and bio provided	
Maureen Kane & Associates, Inc.	Providing clerk education for over 14 years; IIMC Institute Director of TTC; trainer at CMC and MMC Institutes, CCAC, and other State Municipal Clerk Associations.	CCAC resources; active email list; CCAC mentors; market when presenting as Institute Director; social media	\$75 per hour/per trainer (\$150 X 4hrs = \$600 per course)	All travel expenses, related expenses, accommodations with arrival the day prior; cost of paper handouts or supplies negotiable for large attendance.	(1) Understanding the Motivations and Needs of Your Elected Officials; (2) Dealing with the Public - Those Presenting with Symptoms of Mental Illness. Open to other topics.	Will train personally with one other trainer; references and bio provided.	Willing to travel to any of the 16 regions. Not available 2 weeks prior to TTC sessions in mid-March, third week of June, and mid-September.
Young & Lamay Associates	Over 25 years government experience; worked with many cities through the U.S. and internationally; trained at CEPO, CCAC, Division Meetings, many private companies; author.	CCAC resources; social media	Fees Per topic: Pre-session research and data/material gathering \$3000-\$3500; Pre-session module design \$2500-\$3500; speakers \$3500-\$4000; other consulting time \$250/hr; clerical support \$75/hr	Travel, hotel and associated expenses, materials and supplies.	Strategic planning, organizational development, creating critical business processes, developing mission and vision, effectively addressing generational issues, working with virtual teams, technical communications, public outreach services, knowledge sharing and transfer, establishing knowledge management initiatives and innovation, succession planning, shadowing, biomimicry, managing smarter, managing dispersed workforces, cultural awareness, diversity, collective and emotional intelligence	Adult-learning based training; references and bio provided.	
Miller Management & Consulting Group	IIMC Institute Director for MMC Academy; CCAC, IIMC, MMANC, CCBSA, League of CA Cities; New & election Law, County of Napa; other Board of Directors.	CCAC resources; MCG website, semi-annual brochures; presentations as Institute Director; articles for Official Word; email.	Fees per Topic: Speaker fee \$3,000-4,000; pre-session work \$1,500-2,500; Post-session work \$500; Admin fees for Pamela Miller \$150/hr; Clerical support \$75/hr	Travel expenses including airfare, mileage, car rental, parking, hotel, meals and other travel expenses; duplication of materials and supplies.	None provided.	Network of professionals to partner in education delivery. References provided.	Chart of dates (Nov, March, May, June, and August), topic #'s, and regions provided.

CCAC RFQ RESPONSES - REGIONAL EDUCATION

COMPANY	EXPERIENCE	MARKETING	FEES	EXPENSES	COURSES (NOT REQUIRED)	COMMENTS	AVAILABILITY
TB Enterprises	25 years of training, facilitation, and coaching in the public sector, primarily cities and counties; CEPO trainer.	CCAC resources; government contacts; LinkedIn, blogs/articles, website link	\$1200 per session; travel at \$50/hour with a not-to-exceed three hours.	Photocopying, handouts, assessment tools, mileage, meals and incidental expenses, lodging.	Balanced Scorecard Approach to Strategic Planning; Creating a Culture of Trust; Developing and Motivating Productive Teams; Effective Presentations; Facilitating Successful Meetings; Knowing How You Learn, work, and Communicate; Let's Get Engaged! How to Engage Your Staff and Yourself; Moving from Silo to Teamwork; Quality Customer Service in the Public Sector; Whatever Happened to Time?; Who Do You want to Be? Stepping Into Leadership	References and bio provided.	No information provided.
Customer Service Advantage, Inc. (CSA)	13 years strategic consulting and training; City of San Diego, County of San Diego, other CA cities and counties	CCAC resources; target CCAC and non-CCAC members.	10-25 participants \$5,500 per workshop; 26-50 participants \$5,500 for two workshops (split sessions); 51-75 participants \$11,000 for 3 workshops (split sessions)	All fees included (speaker, handouts, travel, lodging, meals, incidentals, etc.) in fixed price offering.	Customer Service Skills for All Public Sector Agencies; High-Quality Service Delivery for Supervisors; Advanced Customer Service Skills - Working with Challenging Situations; the Science of Service: Creating a Culture of Service in the Public Sector	References and bios provided.	Committed to work in all regions.
Lutzow Consulting	PDR for CCAC Central Division; Coordinator of 2015 Central Division Nuts & Bolts; Program Director for MMANC; CCAC, SCU Stanislaus, MMANC, CCAC, League of CA Cities	CCAC resources, social media.	Per four-session topics: \$3,810 and \$2,560	\$300 travel for over 100 miles included.	Strengths Based Leadership; Emotional Intelligence; social Media: Limiting Your Liability; Navigating Difficult Conversations	References provided.	No information provided.

CONSULTANT AGREEMENT

The parties to this Agreement, entered into on [Click here to enter a date.](#), are the City Clerks Association of California ("CCAC"), and [Click here to enter text.](#) ("Consultant").

CCAC desires to retain the services of Consultant for the purpose of delivering education sessions in sixteen regions in California (*see attached Exhibit A*) to municipal clerks, which will enable the clerks to obtain and maintain their professional certifications and qualifications. The training sessions shall be different from the "Technical Track for Clerks" curriculum delivered by Maureen Kane and Associates, and the "Master Municipal Clerk Academy" curriculum delivered by Miller Consulting Group, to the satisfaction of the CCAC Professional Development Director.

Consultant represents and warrants that it/he/she is experienced in performing professional training services and wishes to work for CCAC in accordance with the terms and conditions set forth in this Agreement.

Therefore, the parties agree as follows:

- A. **Initial Term.** CCAC agrees to engage Consultant and Consultant agrees to perform services for CCAC. The term of engagement under this Agreement shall commence on [Click here to enter a date.](#) and shall continue until [Click here to enter a date.](#) or until this Agreement is terminated as provided in Paragraph 13.
- B. **Renewal of this Agreement.** This Agreement shall not renew automatically, unless at least 60 [?] days before the termination of the initial period, or any renewal period, CCAC notifies the Consultant in writing that it wishes to continue the relationship. The terms upon which this Agreement shall continue may be modified in any renewal. The renewal shall be effective upon acceptance, in writing, by Consultant.
- C. **Duties of CCAC.**

In addition to the duties specified in this Agreement, CCAC shall:

- a. Assist Consultant to market education sessions through its ListServ, website, *Official Word* newsletter, and leadership communications.
- b. Be responsible for obtaining International Institute of Municipal Clerks ("IIMC") pre-approval for training sessions.
- c. Determine dates and venues for training sessions in consultation with Consultant.
- d. Be responsible for all logistics, including A/V and electronic distribution of training session materials.
- e. Register attendees of training sessions and provide necessary information to Consultant.

D. **Duties of Consultant.**

1. Consultant's general duty is to act as overall project manager for the delivery of educational services to CCAC members; in particular, Consultant shall:

- a. Prepare training sessions that meet the Education Guidelines at the Master Municipal Clerk (MMC) level (*attached as Exhibit B*), subject to pre-approval by IIMC.
 - b. Prepare IIMC Course Review Template (*attached as Exhibit C*) and forward to CCAC Professional Development Director at least 30 days in advance of each training session.
 - c. Assist with Course Review Template modifications as required by CCAC or IIMC.
 - d. Identify and hire speakers.
 - e. Prepare session handout materials and forward to Professional Development Director in advance for electronic distribution, as needed.
 - f. Provide any paper handouts, learning tools, or other products for distribution at training sessions.
 - g. Prepare, distribute, collect, and review attendee session assessment forms.
 - h. Issue attendance certificates in a form as approved by the CCAC Professional Development Director.
 - i. Market education sessions to CCAC members, with the understanding that CCAC will not share its membership database with Consultant.
 - j. Perform any additional services as required by CCAC and agreed to by Consultant.
2. Licensing and Permits. Consultant represents and warrants that it/he/she is properly licensed and permitted by all applicable governmental agencies to provide the services required under this Agreement, including but not limited to licenses and permits issued by [Click here to enter text.](#), and it/he/she agrees to hold CCAC harmless from any and all claims made at any time by any person or entity in the event that a dispute arises over its/his/her possession of a license or permit or the status of its/his/her license or permit.
3. Indemnity and Insurance.
- a. Consultant represents and warrants that it/he/she maintains appropriate professional or other liability insurance and that it/he/she will indemnify and defend CCAC in the event that any claim is made by third parties against CCAC, any of its directors, managers, agents, employees, or members (“Insured Parties”), arising out of the performance of Consultant’s services under this Agreement. CCAC shall be named additional insured under Consultant’s insurance policy or policies; these policies shall be specifically endorsed to provide a waiver of subrogation as against Insured Parties.
 - b. If Consultant employs any staff to perform services under this Agreement, Consultant represents and warrants that it/he/she maintains appropriate workers’ compensation insurance, employers’ liability insurance, and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California.
 - c. Certificates of Insurance and Additional Insured Endorsements are to be provided to CCAC prior to commencement of any work pursuant to this Agreement. All insurance obtained by Consultant pursuant to this section shall not be cancelled or modified without providing CCAC with thirty (30) days’ written notice.

4. No Withholding. Consultant shall pay its/his/her own income taxes, self-employment taxes and/or other taxes to the state and federal government; CCAC shall not withhold either federal or state income taxes or other taxes from fees due Consultant, but shall provide Consultant with a Form 1099.
5. Place of Performance. Consultant may work at such other place or places as the parties shall mutually determine.
6. Hours of Service. Consultant will make it/him/herself available from [Click here to enter text.](#) or at such other times as are mutually agreeable to Consultant and CCAC.
7. Fees. Upon presentation of itemized billing statements and/or invoices, Consultant shall receive during the term of this Agreement, fees for services as follows:
 - a. Fees. Consultant will receive a fee of \$ [Click here to enter text.](#) (“Fee”), based on the number of training sessions delivered, regardless of the number of participants. CCAC retains the sole right to cancel any scheduled training session.
 - b. Additional Fees. The Consultant may be paid additional fees, if any, by CCAC for services rendered, as may be determined in the sole discretion of CCAC. The additional fees are as follows: [Click here to enter text.](#)
8. Benefits.
 - a. General. Consultant shall not be entitled to participate in any fringe benefit or other compensation plans typically afforded employees.
 - b. Expense Reimbursement. CCAC will pay directly to vendor or will reimburse Consultant up to one hundred percent (100%) not to exceed \$ _____ of all actual and legitimate travel and lodging expenses incurred by Consultant in the furtherance of CCAC’s business, incurred at the request or direction of CCAC. Reimbursement for each expense is subject to adequate substantiation of the nature and amount of the expense by Consultant in the form of receipts, vouchers or similar written statements as required by CCAC’s policy and governmental taxing regulations.
9. Confidentiality. Consultant recognizes the importance of maintaining the confidentiality of all individuals involved with CCAC, such as members, staff, and administration of CCAC, and agrees that it/he/she will not, directly or indirectly, disclose or use, except as required in the course of performing its/his/her duties to CCAC, any confidential information. Upon termination of Consultant's engagement, all confidential information shall be returned to CCAC.
10. Venues and Training Dates. The venues and dates for training sessions shall be mutually negotiated by CCAC, through the Professional Development Director, and Consultant, with the expectation that negotiations and final training session content will be finalized no later than 90 days before each training session.

11. Undertakings by Consultant. Consultant agrees, warrants and represents to CCAC as follows:

- a. That it/he/she shall use its/his/her best efforts to undertake and perform its/his/her duties under this Agreement.
- b. That it/he/she understands that CCAC members are local officials who administer democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public. They act as compliance officers for federal, state, and local statutes, including the Political Reform Act, the Brown Act, and the Public Records Act. In addition, they manage public inquiries and relationships and arrange for ceremonial and official functions. Accordingly, Consultant shall ensure that, in the course of providing services to CCAC, it/he/she will conduct it/him/herself in a manner that respects the nature of CCAC's membership and that shall not embarrass or discredit CCAC.
- c. That it/he/she will observe and honor CCAC policies and procedures pertaining to relationships among members and those with whom CCAC contracts.
- d. That it/he/she will comply with all laws and regulations relating to CCAC.
- e. That it/he/she has the right and power to execute this Agreement and perform its/his/her duties without violation of any other agreements, whether written or oral, which would prohibit it/him/her from providing services for CCAC or which conflicts with its/his/her ability to provide services under this Agreement.

12. Assignment and Ownership of Intellectual Property.

- a. Consultant assigns to CCAC all intellectual property rights which may arise from Consultant's performance of services under this Agreement. In addition, Consultant grants CCAC a perpetual, irrevocable, royalty-free license to the intellectual property it/he/she has been contracted to create, compose, write, sketch, draw or design for CCAC. In exchange for the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Consultant under this Agreement shall be owned by CCAC. However, Consultant understands and agrees that speakers or presenters hired to conduct training sessions for CCAC retain ownership of original material they present. Likewise, CCAC retains ownership of its original materials.
- b. CCAC shall provide an electronic copy of its logo and other identifying marks to Consultant for marketing purposes. CCAC grants Consultant a non-exclusive license to use and display its logo and marks on Consultant's website and in any and all communications prepared and distributed by Consultant in connection with this Agreement. Consultant shall not, however, state or imply that CCAC's logo and marks constitute an endorsement of Consultant's non-CCAC business or other activities. Consultant shall return to CCAC the logo and marks when this Agreement is terminated

and shall remove the logo and marks from any of Consultant's publications, including in electronic form, in which they appear.

- c. CCAC acknowledges and agrees that any and all trademarks, copyrights and/or patents owned by Consultant, and its/his/her subsidiaries and affiliated companies, inclusive of its/his/her name and representative graphical logos, may not be used without the written consent of Consultant for any purposes, including CCAC printed publications, signage, or online content.

13. Termination.

- a. Termination by Either Party. This Agreement may be terminated by either party by giving written notice to the other at least thirty days (30) days prior to the effective date of termination.
- b. Termination for Cause.

This Agreement may be immediately terminated by CCAC upon the occurrence of any of the following events:

- i. The death of Consultant;
- ii. Upon the Consultant's becoming physically or mentally incapable of performing diligently the services required of Consultant under this Agreement for a cumulative period of four (4) weeks during any term of this Agreement;
- iii. Upon discovery that Consultant has committed an act of fraud or dishonesty, willfully damaged or injured CCAC's property, business or goodwill; or breached any material term or provision of this Agreement, including but not limited to the provisions in Paragraph ; or
- iv. Upon the failure of Consultant to possess current and valid licenses required by any city, county or governmental agency to perform its/his/her services.

This Agreement may be immediately terminated by Consultant upon the occurrence of any of the following events:

- i. Dissolution of CCAC as a corporate entity;
- ii. Failure by CCAC to pay any undisputed amount of an invoice within 45 days;
- iii. Continued failure by CCAC to meet its obligations as required under this Agreement, after having been given notice by Consultant of the failure and a period of four(4) weeks to cure;
- iv. Filing for bankruptcy by CCAC.

- c. Effect of Termination upon Compensation. In the event this Agreement is terminated prior to the completion of any term of engagement, Consultant shall be entitled to the fees earned by it/him/her prior to the date of termination as provided for in this Agreement and any unreimbursed costs as provided in this Agreement; Consultant shall be entitled to no further compensation as of the date of termination.
 - d. Damages for Breach of Contract. In the event of a breach of this Agreement by either CCAC or Consultant resulting in damages to the other party, the non-breaching party may recover from the party breaching the Agreement any and all damages that may be awarded in any proceeding to enforce the terms of this Agreement.
14. Fee Dispute Resolution. All determinations and calculations of fees shall be made by the CCAC Treasurer, whose determinations and calculations shall be final and not subject to dispute.
15. Prior Agreements. This Agreement supersedes in its entirety any and all prior service agreements between CCAC and Consultant.
16. Invalid or Unenforceable Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted or modified by a court of competent jurisdiction in such a way as to make it valid and enforceable.
17. Benefit and Burden. This Agreement shall inure to the benefit of, and be binding upon, the parties and their heirs, successors and assigns.
18. Waiver and Modification. No change or modification of this Agreement shall be valid unless it is in writing and is signed by the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. Failure of any party at any time to insist upon strict performance of a condition, promise, agreement, or understanding set forth in this Agreement, shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.
19. Law Governing Agreement. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of California. Venue shall be Sacramento County, California.
20. Dispute Resolution. Before filing any claim(s) in any forum for binding dispute resolution, the parties shall attempt to resolve the dispute amicably. If the parties are not able to resolve their dispute themselves, they shall retain the services of a mutually agreed-upon mediator and shall divide the fees and costs of the mediation equally between them. In the event the mediation does not settle the dispute, the claimant may file its/his/her claim(s) in any appropriate forum, including binding arbitration, if the other party agrees, in accordance with the California Code of Civil Procedure Section 1282 *et seq.*

21. Notices. All notices and communications required by this Agreement to be effective, shall be in writing and shall be delivered in person or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to CCAC: [Click here to enter text.](#)

If to Consultant: [Click here to enter text.](#)

Understood and agreed:

CCAC

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter a date.](#)

Independent Consultant

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter a date.](#)