

## Professional Expert Master Agreement

This agreement is made this November 14, 2011, by and between **Imperial Community College District**, 380 E. Aten Road, Imperial, CA 92251 (IVC) and **Z Data Solutions LLC**, (Contractor). IVC and Contractor agree to the following:

**Term:** The term of this Agreement shall begin on November 14, 2011 and shall continue until June 30, 2012.

**Scope of Services:** This master agreement provides the terms and conditions for all work to be performed by the Contractor for IVC. *All work must be authorized in writing and in advance by IVC prior to being performed.* Contractor shall work with IVC to develop an acceptable Project Scope of Work, to include specific timelines, deliverables, and cost estimates. Each Project Scope of Work shall serve as the scope of services to be performed under this Master Agreement.

**Hourly Rate:** Services provided under this Master Agreement shall be billed at the rate of \$100.00 per hour, and shall be billed to the nearest quarter hour increment. No other expenses or costs are authorized for pay or reimbursement under this agreement.

**Billings:** For all services rendered by Contractor under this agreement, IVC shall receive an itemized Invoice. Invoices shall be provided monthly by Contractor and within 30 days of the close of the previous monthly period or authorized Project Scope of Work. Invoices shall include detailed accounting of charges incurred, including hours worked by date and major activities completed.

**Indemnification:** Contractor shall indemnify and hold IVC harmless against all loss, expense, and liabilities resulting in any way from any intentional or negligent act or omission on the part of the Contractor, from the Contractor's negligent performance under this Master Agreement, or from a breach of any provision of this agreement.

**Compliance with Policies and Laws:** For the performance of services under this Master Agreement, Contractor will comply with all federal, state, and local laws, policies, rules, and regulations, including those of IVC.

**No Assignment:** Contractor may not assign or transfer any rights hereunder or delegate any obligations hereunder without IVC's prior written consent, which IVC may grant or deny at its sole discretion. Any attempted assignment, transfer, or delegation without such consent will be void.

**Contractor Responsibility:** In order to perform certain authorized work, Contractor may have access to confidential and privileged information. Contractor agrees to take necessary steps to safeguard such information and shall immediately

notify IVC if any information or system data has been compromised or otherwise tampered with during the performance of work under this agreement.



**Independent Contractor:** As an independent contractor, Contractor shall provide all work equipment, tools, and supplies to perform under this agreement. IVC agrees to provide Contractor a work space and access to information resources and services deemed necessary and appropriate to perform under this agreement.

**Copyright and Ownership:** All work authorized under this Master Agreement shall be considered and deemed as work made for hire for the benefit and ownership of IVC. All copyright, and all other legal and equitable rights of ownership in and to all writings or artifacts, development code, programming derivatives, and all other work product of Contractor created for IVC under this agreement shall belong to IVC and Contractor. Both IVC and Contractor shall retain rights of ownership.

**Termination:** Either party may elect to terminate this Master Agreement at any time by giving written notice no later than 30 days prior to the effective date of termination. IVC reserves the right to terminate work on any approved project at any time and without advance notice and/or cause. Contractor shall be paid for all authorized work performed prior to the work being terminated.

**Entire Agreement:** This document contains the entire agreement of the parties. Any changes to this agreement must be in writing and signed by both parties.

**READ AND APPROVED:**

<b>Contractor:</b>  Z Data Solutions LLC 1321 Wilson Court Calexico, CA 92231 (760) 332-8236	<b>IVC:</b>  Todd Finnell, Vice President 380 E. Aten Road Imperial, CA 92251 760.355.6377 <a href="mailto:todd.finnell@imperial.edu">todd.finnell@imperial.edu</a>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Date:</b> 11/18/11	<b>Date:</b> 11/28/11

## **Scope of Work (SOW) for Z Data Solutions**

1. Review all aspects of the budget process including but not limited to personnel costs, operational expenditure accounts and other inflows and outflows
2. Develop recommendations for improvement of budget workflow with an emphasis on internal controls
3. Develop software tools that increase productivity, effectiveness, and timeliness via complex calculations, data manipulation and automation of repetitive tasks
4. Ensure that to the extent possible software tools integrate with existing software applications and streamline budget processes
5. Assist with training and usage of tools