



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/14/2010

Report Type: Consent

Title: Contract: Energy Efficiency and Conservation Block Grant (EECBG) for Climate Action Plan Activities

Report ID: 2010-00041

Location: Citywide

Recommendation: Adopt 1) a Resolution amending the spending plan for the Energy Efficiency and Conservation Block Grant (EECBG); and 2) a Resolution authorizing the City Manager to execute a contract with Ascent Environmental Inc. for an amount not to exceed \$172,455 for the preparation of a Climate Action Plan.

Contact: Helen Selph, Associate Planner, 916- 808-7852; Yvette Rincon, Sustainability Program Manager, (916) 808-5827

Presenter: None

Department: Community Development Dept / General Services

Division: New Growth

Dept ID: 21001223

<p>Attachments:</p> <ul style="list-style-type: none"> 1-Description/Analysis 2-Background 3-Resolution-EECBG 4-Resolution-Contract. 5-Exhibit A 	<p>City Attorney Review Approved as to Form</p> <p>Sabina D. Gilbert 12/9/2010 10:04:25 AM</p> <p>City Treasurer Review Prior Council Financial Policy Approval or Outside City Treasurer Scope</p> <p>Russell Fehr 12/1/2010 1:50:53 PM</p>

Approvals/Acknowledgements

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
Gus Vina, Interim City Manager

Russell Fehr, City Treasurer

Department Director: Max Fernandez-12-7-2010 5:27:00 PM

Assistant City Manager: John Dangberg - 12/8/2010 4:53:22 PM

Description/Analysis

Issue: Additional funds and consultant services are needed to support the completion of the Climate Action Plan and to complete the reporting and 3rd party certification of the City's greenhouse gas emissions. The Climate Action Plan is currently funded through the Energy Efficiency and Conservation Block Grant (EECBG), and the greenhouse gas certification program is currently unfunded.

City staff is seeking Council approval to:

- Amend the spending program for the EECBG to reprogram \$109,188 from the Regional Assessment Financing Program to the following Climate Action Activities:
 - Increase the amount available by \$89,188 for the preparation of the Climate Action Plan to cover staff and professional services costs;
 - Allocate \$20,000 to fund the reporting and 3rd party certification of the City's 2007, 2008, and 2009 greenhouse gas emissions through the California Climate Action Registry.
- Authorize the City Manager or the City Manager's designee to execute a contract with Ascent Environmental Inc. to provide consultant and professional services related to the preparation of a Climate Action Plan.

Policy Considerations: The Climate Action Plan activities described in this report are consistent with the City's goals and policies as established in 2030 General Plan and Sustainability Master Plan. Both Plans include goals to reduce greenhouse gas emissions. The Climate Action Plan was identified as one of the priority implementation programs for the 2030 General Plan, and a key mitigation measure in the 2030 General Plan Master Environmental Impact Report. City Council directed staff to prepare a Climate Action Plan by July 2011 per the resolution adopting the 2030 General Plan in March 2009 (Resolution No. 2009-130).

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA guidelines, continuing administrative activities do not constitute a project and, therefore, are not subject to CEQA.

Sustainability Considerations: Certification of the City's green house gas emissions and the preparation of a Climate Action Plan are consistent with the City's sustainability goals and policies. The Climate Action Plan is anticipated to have a net positive environmental impact, because its purpose is to reduce the City's greenhouse gas emissions. Other environmental co-benefits, such as energy conservation and improved air quality are associated with greenhouse gas emissions reductions.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Consultant services and additional funding are needed to complete the preparation of the Climate Action Plan. Additional funding is also needed to complete 3rd party certification of the City's municipal greenhouse gas emissions. Completion of the certification record is important because otherwise, the City may not be eligible to be considered for credit for its voluntary early actions to reduce emissions to meet any AB 32 obligations once the full AB 32 program is in place.

Financial Considerations: The total estimated cost to complete the Climate Action Plan is \$431,642. The previously approved EECBG budget for the Climate Action Plan is \$250,000 (Resolution No. 2009-736). Staff recommends reprogramming \$109,188 from the Regional Assessment Financing Program (G13000054, Fund 2702) to the Climate Action Plan (G13000051, Fund 2702) to cover staff and professional services costs for the Climate Action Plan and fund the reporting and 3rd party certification of the City's greenhouse gas emissions through the California Climate Action Registry. The remaining project expenses will be funded from the Community Development Department Budget.

Emerging Small Business Development (ESBD): The Climate Action Plan consultant, Ascent Environmental, Inc. is not certified by the City as an emerging business enterprise.



Background

Energy Efficiency and Conservation Block Grant

The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The City was allocated \$4.7 million from this in November 2009 to be used for Federal Energy Efficiency Grant Projects and Federal Energy Efficiency Capital Improvements.

Climate Action Plan (CAP) Activities

Climate Action Plan Development: The Climate Action Plan will provide a comprehensive plan for reducing greenhouse gas (GHG) emissions, consistent with the City's goals as established in the Sustainability Master Plan and the 2030 General Plan. The Climate Action Plan will include a greenhouse gas reduction target, strategies, and specific actions for reducing municipal operations and community-wide greenhouse gas emissions. Phase 1 of the Climate Action Plan (Internal Operations) was completed and presented to City Council on February 16, 2010. Phase 2 will include community-wide greenhouse gas emissions.

Staff had previously anticipated that the need for specialized consultant services for the Climate Action Plan would be limited to an economic cost-benefit analysis, and that \$50,000 would be enough to cover these costs. It was anticipated that staff would perform all tasks related to the preparation of the CAP itself, including technical analysis, coordination, and stakeholder outreach. In addition, the original work program for the development of the CAP did not include a budget for CEQA review. Due to staff reductions, unforeseen workload changes, and the need for specialized technical skills, consultant services are needed to complete the project on time. Staff is also seeking additional grant funds to fully cover staff costs.

Staff is seeking Council approval of a Professional Services Agreement with Ascent Environmental Inc. to provide these services. Ascent Environmental Inc. was selected consistent with the City's competitive bidding process (RFP#111222001). The consultant scope of work, budget, and preliminary schedule are shown in Attachment 1 to Exhibit A of the contract (see Attachment 4, page _____).

Greenhouse Gas Reporting and Third-Party Certification: The City is a charter member of the California Climate Action Registry (CCAR), a voluntary registry dedicated to promoting credible, accurate, and consistent early actions. The City reported and certified its greenhouse gas emissions for 2004, 2005, and 2006, but has not yet certified emissions for 2007, 2008, and 2009 due to budget limitations. Completing this certification record is important because otherwise, the City may not be eligible to be considered for credit for its voluntary early actions to reduce emissions to meet any AB 32 obligations once the full AB 32 program is in place.

The Department of General Services is in the process of contracting with a CCAR approved verifier, Analytical Environmental Services (AES) for the amount of \$14,500.

The allocation of an additional \$20,000 from the EECBG would fund this contract and the remaining \$5,500 in grant funding would be used for in-kind staff time to prepare the reports and submit them for verification. No General Fund monies will be needed for certification of greenhouse gas emissions.

The table below shows the budget for Climate Action Plan development. The current approved allocation of EECBG funds for the Climate Action Plan is \$250,000. The Community Development Department Budget can cover \$72,455 of consultant costs. An additional \$109,187 of EECBG funds is requested to cover remaining staff, professional services and materials costs.

	Proposed Budget	Current Budget	CDD FY10-11 Funding	Proposed Additional EECBG Allocation
CAP Consultant	\$172,455	\$50,000	\$72,455	\$50,000
CDD Staff	\$229,227	\$190,040	\$0	\$39,187
CAP Materials & misc costs	\$9,960	\$9,960	\$0	\$0
Greenhouse Gas Reporting and Certification	\$20,000	\$0	\$0	\$20,000
Total CAP Development	\$431,642	\$250,000	\$72,455	\$109,187

Regional Assessment Financing Program Development Activities (AB 811):

Staff recommends reducing the funding for this program from \$740,000 to \$630,813 because this program has been held up in the courts by the federal lenders Fannie Mae and Freddie Mac and the funds are not currently being used. It is still anticipated that the remaining funding will be used to cover a portion of City staff time over a period of three year as well as program staffing and education and marketing of the AB 811 program. This program is a voluntary special financing district which would provide loans to residents to implement energy efficiency and solar improvements in their homes. The program would allow residents to pay for energy efficiency and solar improvements via an assessment on their property taxes. This program would leverage a tremendous amount of funds, create jobs, and reduce energy use on a regional level. The program is a critical component in ensuring that the jobs created by the stimulus funds are sustained over the long-term.

The City has formed a partnership at a regional level for this program. The partnership includes SMUD, Sacramento County, City of Folsom, City of Citrus Heights, City of Rancho Cordova, City of Galt, Yolo County, and City of Davis and Valley Vision. This group will leverage its EECBG funds to cover a year’s worth of program staffing and education and outreach for the program. In addition, this group along with 11 other counties and cities within those counties will compete for additional stimulus funding to

cover an addition 1-2 years worth of cost.



RESOLUTION NO. 2010-XXXX

Adopted by the Sacramento City Council

December 14, 2010

AUTHORIZING AMENDING THE SPENDING PLAN FOR THE 2009 FEDERAL ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

BACKGROUND

- A. The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program, most of which (over \$2.7 billion) was distributed through formula grants on a per capita basis. The City was awarded \$4.7 million in EECBG funds in 2009.
- B. The City's spending plan for the 2009 Energy Efficiency and Conservation Block Grant identifies the dollar amounts allocated to various Federal Energy Efficiency Grant Projects and Federal Energy Efficiency Capital Improvement Projects.
- C. The current amount allocated for the preparation of the Climate Action Plan is \$250,000.
- D. Additional funds are required to complete the development of the Climate Action Plan and to expand Climate Action Plan Activities to include reporting and 3rd party certification of greenhouse gas emissions from municipal operations for 2007, 2008, and 2009.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The spending plan for the Energy Efficiency and Conservation Block Grant funding is amended as set forth in Section 2 below.
- Section 2. EECBG funds in the amount of \$109,188 are hereby reprogrammed from the Regional Assessment Financing Program (G13000054, Fund 2702) to the Climate Action Plan (G13000051, Fund 2702).



RESOLUTION NO. 2010-XXXX

Adopted by the Sacramento City Council

December 14, 2010

AGREEMENT FOR THE PREPARATION OF A CLIMATE ACTION PLAN

BACKGROUND

- A. On August 30, 2010 the Community Development Department released a Request for Proposals (RFP# P111222001) to select a consultant to provide professional consultant services related to the preparation of a Climate Action Plan. The RFP was advertised on the City's internet site and sent by e-mail to a list of experienced firms.
- B. A pre-proposal meeting was held on September 15, 2010.
- C. An Addendum to the RFP was released on September 16, 2010, which was also posted on the City's internet site.
- D. Proposals were due on September 28, 2010.
- E. As a result of the City's competitive, qualification-based selection process, 9 proposals were received from the following (lead) firms: (1) AECOM; (2) Ascent Environmental; (3) CTG / WRT; (4) Davis Langdon; (5) First Environmental; (6) ICF International; (7) Michael Brandman Associates; (8) PBS& J; (9) PMC.
- F. A selection committee comprised of Community Development Department staff reviewed the proposals and evaluated them based on criteria specified in the RFP. Based on this review, staff recommends Ascent Environmental to provide professional services related to the preparation of a Climate Action Plan.
- G. Ascent Environmental is an environmental consulting firm headquartered in Sacramento.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or authorized designee, is hereby authorized to execute a contract with Ascent Environmental Inc., for the preparation of a Climate Action Plan in the form attached as Exhibit A.
- Section 2. Exhibit A is a part of this Resolution.

Table of Contents:

Exhibit A – Contract with Ascent Environmental for preparation of the Climate Action Plan.



PROJECT #: LR09-016
PROJECT NAME: Climate Action Plan
DEPARTMENT: Community Development Dept.
DIVISION: Planning

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Ascent Environmental, Inc.;
455 Capitol Mall, Suite 210, Sacramento, CA 95814.
Phone: (916) 444-730; Fax: (916) 444-3927

("CONTRACTOR"), who agree as follows:

- 1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document

* This form to be used for all professional services, except professional services related to a construction project and professional services performed by licensed architects, landscape architects or professional land surveyors or registered professional engineers.

relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.

- 5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Ascent Environmental, Inc.
NAME OF FIRM

27-1537109
Federal I.D. No.

3264507
State I.D. No.

1002863
City of Sacramento Business Op. Tax Cert. No.

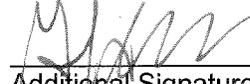
TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)



Signature of Authorized Person

Honey L. Walters, Secretary/Principal
Print Name and Title



Additional Signature (*if required*)

Gary D. Jakobs, President/Principal
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Ascent Environmental, Inc.

Address: 455 Capitol Mall, Suite 210, Sacramento CA 95814

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the Ordinance).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

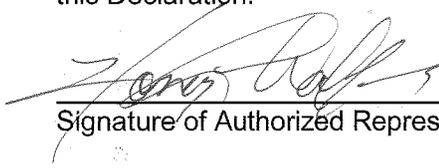
Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

- d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

12/2/10

Date

Honey L. Walters

Print Name

Secretary/Principal

Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Helen Selph, Associate Planner
Community Development Department
300 Richards Blvd., 3rd Floor, Sacramento, CA 95811
Phone: (916) 808-7852; Fax: (916) 808-5786
E-mail: hselph@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Honey L. Walters, Principal
455 Capitol Mall, Suite 210, Sacramento, CA 95814
Phone: (916) 930-3184; Fax: (916) 444-3927
E-mail: honey.walters@ascentenvinc.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

- A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be consultants under the Political Reform Act. The term consultant generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the assuming office statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** It is anticipated that the services described herein will be provided in accordance with the schedule set forth in the scope of services, or no later than April, 2012.

Attachment 1 to Exhibit A: Scope of Services

Understanding of Scope of Work Between ICF and SMUD

Ascent understands that work that will be performed by ICF International (ICF) under contract to Sacramento Metropolitan Utilities District (SMUD) regarding the Sacramento Green Partnership project will be incorporated into the City of Sacramento's Climate Action Plan (CAP) process by Ascent wherever applicable. Components of ICF's scope of work that will be relied upon to inform the City's CAP include:

- ▲ Revision to the City of Sacramento 2005 greenhouse gas (GHG) emissions inventory with updated transportation sector. If possible, ICF will rely upon updated transportation modeling data from Sacramento Area Council of Governments (SACOG) to revise the inputs to the transportation sector. Otherwise, ICF will rely on the VMT data contained in the memo from Fehr & Peers to Sacramento County.
- ▲ GHG emissions projections for 2020, 2030, and 2050 for City of Sacramento by emissions sector under a "business-as-usual" scenario and a scenario that includes foreseeable federal and state emissions reductions legislation and programs.
- ▲ Cost/benefit and GHG reduction calculations for regional GHG reduction programs. ICF will study the potential to downscale regional measures to the City-scale, but opportunities for downscaling are unknown at this time.

Ascent Team Proposed Scope of Work

Task 1 Project Kickoff

Key members of the Consultant Team will attend a kick-off meeting with the City's project team to discuss project management and communication protocols, work program refinement and milestones, and data needs. With regards to the transportation sector, this meeting will serve as an opportunity to discuss with City staff the overall methodology, data needs and other items as applicable. A key purpose of this initial meeting will be to set the broad framework for the analysis, identify additional roles in which City staff can be involved in preparation of the CAP, and set expectations for communication about the project.

Deliverables (Task 1)

- ✓ Meeting agenda and summary (Including list of attendees, notes, and action items)

Task 2 Evaluate GHG Reduction Targets

Through its contract with SMUD, ICF will be revising the City's GHG emissions inventory in coordination with Fehr & Peers. ICF will also be preparing GHG emission projections for the City of Sacramento for years 2020, 2030, and 2050. Emissions projections will be prepared under a "business-as-usual" scenario, and under a scenario that accounts for federal and statewide GHG reductions associated with legislation.

The Ascent team will engage in discussions (up to 3) with the City and ICF on the extent to which projections shall account for reductions associated with implementation of adopted legislation (e.g., Renewable energy portfolio standards, California Green Building Code standards, vehicle emission controls, and fuel efficiency standards). Depending on the outcome of these discussions, some reductions that may occur from adopted legislation that are less certain may be carried into Task 3. However, the Ascent team believes it is important for this to be performed in a realistic manner to ensure the City does not fall short of meeting the adopted goals because too much credit was taken from State legislative actions. This work will first and foremost focus on what the City can do.

These discussions between the Ascent Team, ICF, and the City will also prescribe the City's general plan buildout assumptions for years 2020, 2030, and 2050, and transportation modeling assumptions. If the City determines that it would like transportation modeling data associated with the City's General Plan model used for the GHG inventory work performed by ICF, then Fehr & Peers will provide VMT numbers from the City's General Plan transportation model to ICF for inclusion in the GHG inventory revisions. These discussions are meant to ensure the Ascent team understands the assumptions and methods used by ICF for the City portion of the emissions inventory and projections as such are pertinent for subsequent tasks. These discussions will also allow the Ascent Team and the City to inform the process for the City-specific portions of the ICF work prior to completion.

The Ascent team will work with the City to develop GHG reduction targets for specific benchmark years (2020, 2030, and 2050). The City has already identified a 15% reduction below 2005 levels by 2020 as a target in its Sustainability Implementation Plan. This work will discuss the applicable targets and consistency with legislation, the relationship to other jurisdictions, and the goals for the SACOG region. The team will apply the targets under consideration to the emissions inventory to determine the exact amount of reduction needed.

Deliverables (Task 2)

- ✓ Technical memorandum of approach and results of target evaluation (one electronic copy including technical appendix)

Task 2a SACOG Coordination

SACOG's and the City's General Plan transportation models use different timeframes; 2035 and 2030 respectively. Compatibility between the General Plan buildout assumptions and SACOG's assumptions is important in order to maximize the City's ability to take advantage of environmental review streamlining under CEQA through SB 375. The Consultant team will lay out a process to help the City choose transportation model and buildout assumptions consistent with the General Plan growth model (developed by Mintier Harnish and the City) and SACOG's growth model. The final VMT forecasts will be summarized in a technical memorandum. This would involve meeting time and possibly modeling using the new SACSIM transportation model. The benefit of this task is to secure an approach that provides the opportunity to take advantage of CEQA streamlining provisions. For this task, the Consultant team would coordinate meetings between City staff and SACOG staff to establish maximum consistency between the City's CAP and SACOG's SCS.

Deliverables (Task 2a)

- Technical memorandum of approach and results of coordination meetings (one electronic copy including technical appendix)

Task 3 Evaluate and Identify Impact of GHG Reduction and Climate Change Adaptation Strategies

The Ascent team will evaluate and, wherever possible, quantify the GHG reduction potential of the City's draft list of GHG reduction measures. We will discuss with the City assumptions, performance standards, and expected participation rates for each measure. If available, we will incorporate complimentary regional GHG reduction measures downscaled to apply at the City level as a result of ICF's work on the Sacramento Green Partnership study.

Finally, we will recommend additional strategies that may be applicable to the City that were not included in the City's draft list, particularly strategies that address climate change adaptation.

The Ascent team will evaluate and prioritize strategies using the following:

- Quantified GHG reduction potential;
- Quantified energy, water, waste, and air pollutant conservation, efficiency, mitigation potential;
- Qualitative environmental co-benefits and adaptation benefits;
- Estimated cost/benefit and regional (direct and indirect) economic impacts; and,
- Administrative/political responsibility and feasibility.

The team will evaluate land use and transportation policies and strategies that influence vehicle travel at the local level, where not addressed through ICF's scope of work. This work will benefit from Fehr & Peers' substantial expertise developed through previous work on best management

practices (BMPs) related to land use and transportation strategies directed at reducing vehicle travel (transportation systems management, transportation demand management, parking pricing).

The Ascent team has a rigorous standard for GHG reduction quantification that is unique in the marketplace. Our standard revolves around substantial evidence, conservative assumptions, scientific literature, and empirical evidence. Wherever possible, the team will provide quantitative evaluations of the City's strategies, and will work with the City to alter wording of strategies to make them quantifiable. This affords the City with maximum defensibility of its CAP, which is of particular importance with regard to Task 5, discussed below. We will conduct the cost/benefit analysis of each strategy according to a cost of implementation range to the City (i.e., public costs in \$/ton GHG reduced) and to home- and business-owners, where possible and relevant to the particular strategy.

The Ascent team will conduct a gap analysis to determine whether the proposed list of strategies will achieve the City's preferred GHG reduction target. If a gap exists, Ascent will work with the City to increase participation rates of GHG reduction strategies to fill the gap.

Deliverables (Task 3)

- Draft Measures Evaluation memorandum (one electronic copy including technical appendix).

Task 4 Prepare Climate Action Plan

The Ascent team will assemble and integrate the work and products of Tasks 2-3 into the Administrative Draft CAP. After City review, a Public Draft CAP will be prepared. The CAP will be concise, understandable, graphically-interesting, user-friendly, and engaging for the community. Technical details will be presented in an appendix to the CAP. Following public review, the Ascent team will prepare the Administrative Final and Final CAP.

- The Administrative Draft CAP Measures will be presented in a matrix format with implementation information [e.g., assumptions, variables, calculations, recommended schedule of implementation, specific entities responsible for implementation, and possible financing mechanisms to achieve 2020, 2030, and 2050 goals].
- Submit the Administrative Draft CAP to the City for review and comment.
- The City will provide comments on the Administrative Draft CAP to Ascent. The Ascent team will make revisions consistent with the scope of work and submit the Public Draft CAP to the City for distribution.
- Submit the Public Draft in one electronic copy in report format. The Ascent team will coordinate with the City in advance regarding the need for paper copies or CDs for public circulation, and whether the City will produce additional copies or ask the Consultants to do so. Additional paper copies and/or CDs may be provided for public circulation at the cost of vendor printing and delivery.
- The City will distribute the Public Draft CAP for public review and comment.
- Following public review of the CAP, the Ascent team will coordinate with City staff regarding appropriate revisions to the measures and analysis in the CAP. We will

incorporate one round of revisions in response to public comments and City direction, and prepare the Administrative Final CAP for City review and comment.

- ▲ The Ascent team will make revisions consistent with the scope of work and submit the Final CAP to the City for use in the CAP approval process. Submit the Final CAP in one electronic copy. Ascent will coordinate with the City in advance regarding the need for paper copies or CDs for public circulation, and whether the City will produce additional copies or ask Ascent to do so. Additional paper copies and/or CDs may be provided for public circulation at the cost of vendor printing and delivery.

Deliverable(s) (Task 4)

- ✓ Administrative Draft CAP (one electronic copy)
- ✓ Public Draft CAP (one electronic copy)
- ✓ Administrative Final CAP (one electronic copy)
- ✓ Final CAP (one electronic copy)

Task 4a CAP Summary Public Outreach Materials

The Ascent team will prepare a brief summary version of the CAP that will use high quality graphics, charts, graphs, and illustrations to convey key information. It will be formatted for both digital posting and distribution and hard copy printing. The summary will be engaging and provide decision-makers and the public with an easy-to-understand overview of the CAP. We will work with City staff to define the appropriate information in the Summary; however we recommend that it include the following:

- ▲ Overview of the CAP and the CAP's importance to the City's future;
- ▲ Discussion of how it relates to the 2030 General Plan and other related plans and documents;
- ▲ Graphic summary of the emissions inventory by sector and reduction targets and emission forecasts/trends;
- ▲ High-level summary of recommended actions (e.g., land use and transportation, energy and water use, waste reduction and recycling, community outreach and empowerment, and adaptation); and
- ▲ Community action: defining everyone's role.

Deliverable(s) (Task 4a)

- ✓ Draft CAP Summary (one electronic copy)
- ✓ Final CAP Summary (one electronic copy)

Task 5 Environmental Review

Adoption of the CAP is a discretionary action under CEQA, requiring environmental review. Because the CAP is intended to implement policies of the recently adopted General Plan, the CEQA review for the CAP can be substantially streamlined using the General Plan EIR, which was prepared as a Master EIR under Section 15175 of the State CEQA Guidelines. Ascent will prepare an initial study (IS) checklist to determine whether the CAP is within the scope of the General Plan MEIR.

Depending on the contents of the CAP, and the results of the IS, the adoption actions may qualify for either a finding that the CAP is within the scope of the MEIR, in accordance with Section 15177 of the State CEQA Guidelines or the adoption of a negative declaration (ND) or mitigated negative declaration (MND) or use of an Addendum to the GP MEIR, pursuant Section 15164 of the State CEQA Guidelines to make minor technical changes that would bring the CAP within the MEIR scope, neither of which would require public circulation. The Addendum is presented as Task 5a. If an ND or MND was required, it could be prepared with an amendment to the scope of work and budget.

Because the conclusion in the Final GP MEIR was significant and unavoidable for climate change impacts, and impacts of the CAP are not anticipated to be new or substantially more severe than those described in the MEIR, a within-the-scope conclusion would be the likely recommended approach to environmental review.

In addition, Ascent will engage in discussions with the City on development of a qualitative CEQA threshold of significance for GHG emissions that will be based on a proposed project's consistency with the CAP. Ascent will prepare a memorandum summarizing the defensibility of the proposed threshold, the CAP, nexus of the City's GHG reduction targets (Task 2) with adopted legislation (AB 32), and climate change science (e.g., the City's fair share of GHG reduction and avoidance of dangerous climate change in the cumulative context). Once agreed upon by the City, this threshold will be used for future projects proposed in the City that involve a potentially considerable contribution of greenhouse gases.

Deliverables (Task 5):

- ✓ Administrative Draft IS (one electronic copy)
- ✓ Final IS (one electronic copy)
- ✓ Memorandum summarizing proposed CEQA Threshold of Significance.

Task 5a Addendum to General Plan Master EIR

As stated under Task 5, if the results of the IS checklist reveal that the CAP is not within the scope of the General Plan MEIR, Ascent will prepare an Addendum to the GP MEIR, pursuant Section 15164 of the State CEQA Guidelines to make minor technical changes that would bring the CAP within the MEIR scope. The Addendum will include the following information:

- ▲ Update the existing setting information in GP MEIR with GHG inventory data developed for the CAP, including a summary of emissions by sector and the Project
- ▲ Description, with a summary of the GHG reduction actions proposed as part of the CAP.
- ▲ Recognizing the reduction strategies included in the CAP, re-evaluate the climate change impact (Chapter 8) of the MEIR and assess whether the GHG emissions impact of the General Plan would remain significant and unavoidable. (During the environmental review process, it may be feasible to determine whether the City's GHG emissions would be less than significant with implementation of CAP reduction measures.)
- ▲ Add an impact discussion and conclusion related to potential climate change vulnerabilities and hazard risks,

- and recommendations for climate adaptation strategies, based on analysis developed in the CAP.
- ▲ Discuss additional programs, policies, and if needed, mitigation measures from the CAP that would reduce GHG emissions and address climate change impacts.

- ✓ Summary notes from 4 public outreach meetings and 4 public hearings

Deliverables (Task 5a):

- ✓ Administrative Draft Addendum to MEIR (one electronic copy)
- ✓ Final Addendum to MEIR (one electronic copy)

Task 5b

Quantitative CEQA Thresholds of Significance

Based on analysis in the CAP and approaches consistent with the SMAQMD CEQA Guidelines, the Ascent team will develop and explain the CEQA threshold of significance for GHG emissions. The Ascent team will evaluate possible quantitative CEQA thresholds of significance using a sensitivity analysis to determine the thresholds' project and emissions capture rates to provide the City information on desired outcomes (i.e., maximum CEQA streamlining benefits for General Plan-consistent projects, substantial reduction in GHG emissions, and that the thresholds are supported by substantial evidence). City staff can assist in this analysis by conducting data gathering on past projects that have been subject to CEQA and City approval for use by the Ascent team.

Deliverables (Task 5b):

- ✓ Draft Thresholds Evaluation memorandum (one electronic copy including technical appendix).
- ✓ Final Thresholds Evaluation memorandum (one electronic copy including technical appendix).

Task 6

Public Meetings and Hearings

City staff have indicated that the consultant will support staff by attending certain stakeholder and public meetings (four [4] meetings). City staff will arrange and organize public participation activities and coordination with existing stakeholder groups. City staff will also manage communication with the stakeholder groups. (Our team is experienced in and available for more extensive involvement in community participation activities, if needed, subject to budget augmentation.) The Ascent team will:

- ▲ Attend and participate in up to four (4) public outreach meetings and four (4) public hearings to be scheduled in coordination with City staff.
- ▲ CAP presentation materials will be prepared for use by City staff in stakeholder and public meetings. Also, summary notes of key input items, directions, and actions will be prepared and submitted to the City.

Deliverables (Task 6):

- ✓ One (1) set of CAP presentation materials (PowerPoint slides or handout materials) that can be used for all public outreach meetings and four (4) sets of CAP presentation materials for public hearings.

Project Schedule

City of Sacramento Climate Action Plan	2010		2011									
	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct
Task 1: Kickoff Meeting and Project Orientation												
Task 1a: Ongoing Communication	This task is anticipated to be ongoing for the length of the project											
Task 2: Revise GHG Inventory, Projections, and Target Evaluation												
Receive Revised 2005 GHG Emissions Inventory data from ICF (mobile-sources)												
Receive GHG Emission Projections data from ICF												
Task 2b: SACOG Coordination												
Evaluate GHG Reduction Targets												
Task 3: Evaluate GHG Reduction and Climate Adaptation Strategies												
Task 4: Prepare CAP												
4a: Prepare Administrative Draft CAP												
4b: Respond to City Comments and Prepare Draft CAP												
4c: Respond to Public Comments and Prepare Final CAP												
Task 4: CAP Summary Public Outreach Material												
Task 5: Environmental Review												
Prepare CEQA IS Checklist and Evaluate CEQA Thresholds of Significance												
Task 5a: Prepare Addendum to MEIR												
Task 5b: Quantitative CEQA Threshold												
Task 6: Public Participation												

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 172,455.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice
 - (3) Status of overall project and percent completion of deliverable(s)
 - (4) Date of Invoice Issuance
 - (5) Sequential Invoice Number
 - (6) CITY's Purchase Order Number
 - (7) Total Contract Amount
 - (8) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (9) Total Billed to Date
 - (10) Total Remaining on Contract
 - (11) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Community Development Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
Phone: (916) 808-7852
Fax: (916) 808-5786*

Attn: Helen Selph

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B: Billable Rates



Name	Position	Number of Hours	Rate/ Hour	Total Dollars
Task 1: Kick off Meeting and Project Management				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	24	\$200	\$4,800
Honey Walters	Senior Climate Change Specialist	2	\$150	\$300
Heather Phillips	Climate Change Specialist	2	\$115	\$230
Mintier Harnish				
Larry Mintier	Principal Planner	2	\$200	\$400
Ted Holzem	Senior Planner	8	\$135	\$1,080
				\$6,810 Subtotal

Task 2: GHG Inventory Update, Emissions Forecasts, GHG Reduction Targets				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	8	\$200	\$1,600
Honey Walters	Senior Climate Change Specialist	12	\$150	\$1,800
Heather Phillips	Climate Change Specialist	30	\$115	\$3,450
Fehr & Peers				
Ron Milam	Principal Transportation Consultant	4	\$285	\$1,140
Mintier Harnish				
Ted Holzem	Senior Planner	16	\$135	\$2,160
				\$10,150 Subtotal

Task 3: Evaluate CAP Strategies				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	12	\$200	\$2,400
Gary Jakobs	Principal Economist	12	\$200	\$2,400
Honey Walters	Senior Climate Change Specialist	30	\$150	\$4,500
Heather Phillips	Climate Change Specialist	70	\$115	\$8,050
Austin Kerr	Economist	60	\$115	\$6,900
TEAA				
Sam Pierce	Senior Economist	20	\$120	\$2,400
Fehr & Peers				
Ron Milam	Principal Transportation Consultant	8	\$285	\$2,280
Kwasi Donkor	Transportation Engineer	60	\$130	\$7,800
Mintier Harnish				
Larry Mintier	Principal Planner	8	\$200	\$1,600
Ted Holzem	Senior Planner	16	\$135	\$2,160
Chelsey Norton	Planner	16	\$115	\$1,840
				\$42,330 Subtotal

Task 4: Prepare CAP				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	8	\$200	\$1,600
Honey Walters	Senior Climate Change Specialist	10	\$150	\$1,500
Heather Phillips	Climate Change Specialist	12	\$115	\$1,380
Mintier Harnish				
Larry Mintier	Principal Planner	12	\$200	\$2,400
Ted Holzem	Senior Planner	54	\$135	\$7,290
Support Staff		40	\$70	\$2,800
				\$16,970 Subtotal

Task 5: Environmental Review (IS Checklist) and Qualitative GHG CEQA Threshold				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	20	\$200	\$4,000
Mike Parker	Environmental Planner	68	\$115	\$7,820
Honey Walters	Senior Climate Change Specialist	20	\$150	\$3,000
Heather Phillips	Climate Change Specialist	30	\$115	\$3,450
				\$18,270 Subtotal

Task 6: Public Meetings				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	8	\$200	\$1,600
Honey Walters	Senior Climate Change Specialist	8	\$150	\$1,200
Heather Phillips	Climate Change Specialist	4	\$115	\$460
Mintier Harnish				
Larry Mintier	Principal Planner	4	\$200	\$800
Ted Holzem	Senior Planner	8	\$135	\$1,080
				\$5,140 Subtotal

Expenses	Conf. Calls, Mileage, Parking	\$200
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Total Tasks 1,2,3,4,5	\$99,870
Ascent Total	\$62,440
Mintier Harnish Total	\$23,610
Fehr & Peers Total	\$11,220
TEAA	\$2,400

Grand Total All Tasks	\$172,455
Ascent Total	\$111,025
Mintier Harnish Total	\$31,010
Fehr & Peers Total	\$27,820
TEAA	\$2,400

Name	Position	Number of Hours	Rate/ Hour	Total Dollars
Task 2a: SACOG Coordination				
Fehr & Peers				
Ron Milam	Principal Transportation Consultant	40	\$285	\$11,400
Kwasi Donkor	Transportation Engineer	40	\$130	\$5,200
				\$16,600 Subtotal

Name	Position	Number of Hours	Rate/ Hour	Total Dollars
Task 4a: Prepare Public Outreach Materials				
Mintier Harnish				
Chelsey Norton	Planner	40	\$115	\$4,600
Support Staff		40	\$70	\$2,800
				\$7,400 Subtotal

Task 5a: Prepare Addendum to MEIR				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	40	\$200	\$8,000
Mike Parker	Environmental Planner	140	\$115	\$16,100
Honey Walters	Senior Climate Change Specialist	8	\$150	\$1,200
Heather Phillips	Climate Change Specialist	24	\$115	\$2,760
				\$28,060 Subtotal

Task 5b: Quantitative CEQA Thresholds of Significance				
Ascent				
Curtis Alling	Principal in Charge/Project Manager	8	\$200	\$1,600
Honey Walters	Senior Climate Change Specialist	38	\$150	\$5,700
Heather Phillips	Climate Change Specialist	115	\$115	\$13,225
				\$20,525 Subtotal

Total Tasks 2a, 4a, 5a, and 5b	\$72,585
Ascent Total	\$48,585
Mintier Harnish Total	\$7,400
Fehr & Peers Total	\$16,600

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] X Not furnish any facilities or equipment for this Agreement; or
_____ furnish the following facilities or equipment for the Agreement:

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that is legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by

CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR'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.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of

CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or

obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/01/10

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Ascent Environmental, Inc. 455 Capitol Mall, Suite 210 Sacramento, CA 95814-4405	INSURER A: Travelers Indemnity Co. of Connecticut
	INSURER B: Travelers Property Casualty Co of Am
	INSURER C: Travelers Casualty & Surety Comp.
	INSURER D: Hudson Insurance Company
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6803659P565 GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING FROM PROFESSIONAL SERVICES.	01/15/10	01/15/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	BA3710P295	01/15/10	01/15/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN AUTO ONLY: EA ACC \$ <input type="checkbox"/> AGG \$				
B	EXCESS LIABILITY	CUP3384T427	01/15/10	01/15/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3380T846	01/15/10	01/15/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
D	OTHER Professional Liability	AEE7244500	01/15/10	01/15/11	E.L. DISEASE - POLICY LIMIT \$1,000,000
					\$1,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Ref: Project #LR09-016 - Climate Action Plan

General & Auto Liability: City of Sacramento, its officials, employees, and volunteers are included as additional insureds as required by written (See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Ten Day Notice for Non-Payment of Premium
CITY OF SACRAMENTO, a municipal corporation attn: Helen Selph Community Development Department 300 Richards Blvd., 3rd Floor Sacramento, CA 95811	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT MORE THAN 60 DAYS AFTER THE DATE OF CANCELLATION.	
	AUTHORIZED REPRESENTATIVE	_____ <i>Amardelli, CRU</i>

DESCRIPTIONS (Continued from Page 1)

contract with the named insured. Insurance is primary and non-contributory and severability of interests clause applies.

Workers Compensation: Blanket Waiver of Subrogation applies

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. UB3380T846

Issued to: Ascent Environmental, Inc.

By: Travelers Casualty & Surety Comp.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

CITY OF SACRAMENTO, a municipal corporation
atn: Helen Selph
Community Development Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Project #LR09-016 - Climate Action
Plan -- City of Sacramento, its
officials, employees, and volunteers

Smardelli, CPCU

POLICY NUMBER: 6803659P565

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11/1/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Sacramento, its officials, employees, volunteers

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured.

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

