Meeting Date: **9/2/2014**

Report Type: Consent

Report ID: 2014-00267

City of SACRAMENTO **04**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: Old Sacramento Historic District Maintenance Services (Two-Thirds Vote Required) [Reviewed 08/26/2014]

Recommendation: 1) Pass a Resolution a) suspending competitive bidding, in the best interests of the City, for the procurement of maintenance services in the Old Sacramento Historic District ("District"); and b) authorizing the City Manager or his designee to eliminate 6.7 full-time equivalents ("FTEs") from the District's operations, once the positions have been vacated, and transfer the associated $413,214 labor budget to the service and supply budget within the District (17001311); and 2) pass a Motion authorizing the City Manager, or City Manager's designee, to enter into a non-professional services agreement with the Downtown Sacramento Partnership, Inc., for maintenance of the Old Sacramento Historic District , in an amount not-to-exceed $1,090,344 for the maximum three-year term.

Contact: Judy Goldbar, Interim Director, (916) 808-5630, Convention and Cultural Services

Presenter: None

Department: Convention & Cultural Services
Division: CCL Administration
Dept ID: 17001011
Attachments:
1-Description/Analysis
2-Resolution
3-Exhibit A (Agreement)

City Attorney Review

Approved as to Form
Kourtney Burdick
8/15/2014 2:28:31 PM

Approvals/Acknowledgements

Department Director or Designee: Judy Goldbar - 8/13/2014 1:25:55 PM

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Description/Analysis

Issue Detail: This report requests that City Council find it in the best interest of the City to suspend competitive bidding for the procurement of maintenance services for the Convention & Cultural Services Department's Old Sacramento Historic District ("District") and authorize the City Manager or his designee to execute a three-year non-professional services agreement with the Downtown Sacramento Partnership, Inc. ("Partnership") in the amount of $300,344 for the first year, and $395,000 in years two and three, subject to annual appropriation by City Council, to provide these maintenance services in the District.

Currently, maintenance of the District is provided by City employees in the Convention & Cultural Services Department through an office located in the District. While this has been the organizational structure for many years, it has become an outdated model of service delivery for the District. Revenue shortfalls and General Fund budget reductions since 2009 have created a structural imbalance in the District's operating budget. In order to address annual budget gaps, seasonal maintenance positions have been held vacant to provide salary savings and event-related funding has been reduced.

Approval of the proposed agreement will allow the City to capitalize on its relationship with the Partnership, who currently provides Community Service Guides and Navigators in the District, by integrating delivery of maintenance, Guide and Navigator services.

No career employees will be laid off as a result of the approval of the proposed agreement. All current temporary seasonal employees will be released by October 1, 2014. This report requests City Council approve the transfer of five career employees to vacant Parks and Recreation Department positions and one career employee to a vacant Convention Center position. This report also requests the authority to eliminate 6.7 FTE (these 6 vacant positions and 0.7 FTE in vacant seasonal positions) and transfer of the salary savings of $413,214 from the District's labor budget to the service and supply lines.

Policy Considerations: The City of Sacramento has a long history of supporting and investing in the District. Contracting with the Partnership for maintenance services allows the City to leverage funds with other Partnership services for an integrated approach to community service within the District.

Environmental Considerations: This agreement does not constitute a project under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In 2005, the City renewed the Downtown Property and Business Improvement District ("PBID"), which includes the District. The current agreement with the Partnership for management of day-to-day operations of the PBID includes the provision of Guides and Navigators in the District. These guides and

navigators alert law enforcement to potential criminal activity, work with social services agencies to address street populations, direct pedestrians to destinations within the District, and provide information to visitors regarding events and promotions within the District. The City and Partnership also jointly fund supplementary nighttime security in the District. In addition, the Partnership has experience providing maintenance services to other areas in the PBID through their Clean Streets and City Sweep programs.

The proposed scope of work includes day-to-day maintenance of the District for a total of 12,064 yearly dedicated maintenance man hours (equal to existing City levels of service) and the additional integration of Partnership assets for a higher level of service, as follows:

- Using the roving Guides and Navigators to identify immediate maintenance needs (beyond routine tasks);
- Coordination of maintenance, Guides, and Navigators to identify and remedy nuisance issues;
- Use maintenance, Guides, and Navigators to extend the man hours spent in the District and expand their presence throughout the day and evening, particularly on weekends and during special events;
- Provide one central telephone number for use of District business owners and tenants to report maintenance, nuisance, safety, or other concerns, and triage responses;
- Utilize the Partnership's reporting and electronic cataloguing system to track daily issues and overall work product, and provide quarterly reports to the City and District stakeholders; and
- Should any funds paid in compensation to the Partnership be left over at the end of each term, those funds will be spent on additional enhancements in the District as approved by the City.

Financial Considerations: Compensation to the Partnership in the proposed agreement for maintenance services in Old Sacramento is $300,344 for the first year beginning October 1, 2014, through June 30, 2015, and $395,000 annually for years two and three beginning July 1, 2015, through June 30, 2017, for a contract total of $1,090,344. The funds to pay for these services will be derived from the elimination of 6.7 FTE. The labor budget of $413,214 that was assigned to the 6.7 FTE will not be eliminated, but be redirected to the services and supplies budget within the District.

Additional savings will be realized in the service and supply budget of approximately $40,000 annually due to reduced expenditures in maintenance-related costs, such as cleaning materials and supplies. Savings in the District budget as a result of this agreement that exceed the annual cost of the proposed agreement may be redirected toward program support in the District.

Local Business Enterprise (LBE): The Partnership is a LBE.

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RESOLUTION NO.

Adopted by the Sacramento City Council

SUSPENDING COMPETITIVE BIDDING IN THE BEST INTERESTS OF THE CITY CONSISTENT WITH SECTION 3.56.230.C OF THE CITY CODE AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ELIMINATE 6.7 FTE IN DEPT ID 17001311 (OLD SACRAMENTO)

BACKGROUND

A. Maintenance of the Old Sacramento Historic District ("District") has historically been performed by City employees in the Convention & Cultural Services Department through an office located in the District. Revenue shortfalls and General Fund budget reductions since 2009 have created a structural imbalance in the District budget (17001311), requiring the use of salary savings from holding seasonal maintenance positions vacant and reductions in event-related funding in order to plug annual budget gaps.

B. The Downtown Sacramento Partnership, Inc. ("Partnership") currently provides guides and navigators in the District who alert law enforcement to potential criminal activity, direct pedestrians to destinations within the District, and provide information to visitors regarding events and promotions within the District. The Partnership also, in partnership with the City, provides security services within the District between the hours of 10:00 p.m. and 6:00 a.m.

C. The City would like the Partnership to assume maintenance responsibilities within the District.

D. City Code section 3.56.230 authorizes the City Council to suspend competitive bidding for the procurement of nonprofessional services when, upon a two-thirds vote of the Council, it is determined that it is in the best interest of the City to do so. Transferring maintenance responsibilities for the District from City staff to the Partnership (as described in the agreement in Exhibit A) will allow the City to tap into the Partnership's current presence in the District, thereby providing a

streamlined, cost-effective, District-tailored approach to maintenance. The Partnership's maintenance crews can work with the Partnership staff currently onsite—the guides and navigators and security team—to identify immediate maintenance needs (beyond routine tasks) more quickly (e.g., guides can alert maintenance workers to areas requiring attention), remedy nuisances quickly, and provide maintenance staffing that is tailored to the needs of the District (e.g., adjusting work hours to accommodate special events and other high traffic times). The cost of having the Partnership provide these services is less than that if the City were to continue to provide these services.

E. No City employees will be laid off as a result of the agreement. Five employees that are currently serving the District will be transferred to the Parks and Recreation Department. One employee will be transferred to the Convention Center.

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

Section 1. City Council finds and determines that it is in the best interests of the City to suspend competitive bidding for the procurement of maintenance services in the District.

Section 2. Once positions have been vacated, the City Manager, or his designee, shall eliminate 6.7 fulltime equivalents ("FTEs") from the District's operations and transfer the associated $413,214 labor budget to the service and supply budget within the District (17001311).

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Exhibit A Agreement with the Downtown Sacramento Partnership, Inc. for Maintenance Services in the Old Sacramento Historic District

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City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES Meeting:

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Non Professional Services **PO Type:** Non-Comp-Non-Prof Service **$ Not to Exceed: $** 1,090,344	**Attachment: Original No.:** **Original Doc Number:**
Other Party: Downtown Sacramento Partnership	**Certified Copies of Document::**
Project Name: Old Sacramento Maintenance	**Deed:** ☐None ☐ Included ☐Separate
Project Number: Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: CCL Division: Administration

Project Mgr: Eva Chiang Supervisor: Judy Goldbar

Contract Services: Date: Division Mgr:

Phone Number: 808-5898 Org Number: 17001011

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:		
Contract Services:		
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	KCB	8/7/14

☐ **Send Interoffice Mail** ☒ **Notify for Pick Up**

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☐ No ☒		

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

PROJECT #:
PROJECT NAME: Old Sacramento Maintenance
DEPARTMENT: Convention, Culture and Leisure
DIVISION: Administration

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Downtown Sacramento Partnership
980 9th Street, Sacramento, CA 95814
T: 916-442-8575/F: 442-2053

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Workers' Compensation Certificate
Instructions to Bidders	Contractor's Bid Proposal Form
Certificate(s) of Insurance	LBE Requirements
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	

2. **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 therefor. 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.

3. **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.

4. **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.

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

6. **Living Wage Requirements.** CONTRACTOR represents and warrants that it has reviewed Chapter 3.58 of the Sacramento City Code and represents and warrants that this Agreement is not a "city contract" for purposes of that chapter as CONTRACTOR is a nonprofit corporation organized under Section 501 of the Internal Revenue Code and has fewer than 100 employees. If, during the term of this Agreement, circumstances change such that this Agreement does qualify as a "city contract" under the Chapter, CONTRACTOR shall comply with the requirements of the chapter.

7. **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.

8. **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.

9. **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.

(Signature Page Follows)

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____
Title:_____
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED TO AS FORM:
Footnote C. Bundick
City Attorney

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:

Downtown Sacramento Partnership, Inc.
NAME OF FIRM

68-0270320
Federal I.D. No.

427-6233-6
State I.D. No.

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

TYPE OF BUSINESS ENTITY *(check one)*:

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

Signature of Authorized Person
Michael T. Ault, Executive Director
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: NOT APPLICABLE PURSUANT TO SECTION 6 OF THE AGREEMENT.

_____

Address:

_____

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

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 the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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.

_____ Date:_____

Signature of Authorized Representative

Print name:_____

Title:_____

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Downtown Sacramento Partnership, Inc.

Address: 980 9th Street, Suite 400, 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 Contract, 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for

future contracts 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 Contract 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

Date: 7/30/14

Print name: Michael T. Ault

Title: Executive Director

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Leslie Wisniewski, Administrative Officer
Convention, Culture and Leisure Department
1030 15th Street, Suite 250, Sacramento, CA 95814
T: 916-808-8920/F: 916-808-7229
lwisniewski@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:

Dion Dwyer, Director of Community Services
Downtown Sacramento Partnership
980 9th Street, Suite 400, Sacramento, CA 95814
T: 916-442-8575 x214/F: 442-2053
ddwyer@downtownsac.org

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. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. CONTRACTOR shall perform the services outlined in Attachment 1 to Exhibit A beginning October 1, 2014, and ending on June 30, 2017.

Attachment 1 to Exhibit A
Maintenance
Scope of Work in the Old Sacramento Historic District

CONTRACTOR shall provide maintenance and janitorial services for the Old Sacramento area (referred to as the "District" and defined in Section 15.112.010 of the Sacramento City Code) so as to ensure the area is kept in a clean and orderly state at all times, and specifically, at a minimum, shall provide the following services:

Maintenance Services

- CONTRACTOR will, at a minimum, perform those functions outlined in Attachment 2 to Exhibit A.
- CONTRACTOR will dedicate 4 full-time and 2 part-time employees (together referred to as "Maintenance Staff") to perform maintenance and janitorial services within the District boundary on a schedule to be approved by the City, acting through the City Manager or his designee. CONTRACTOR will also provide 40% of a supervisor (working lead) and support staff time for an overall total of 12,064 yearly dedicated man hours of service.
- In addition to routine tasks performed by Maintenance staff, CONTRACTOR will use its roving "Guides and Navigators" ("G&N staff") to identify immediate maintenance needs, in order to maintain a higher level of service (i.e. G&N staff will alert Maintenance Staff to maintenance and janitorial needs—e.g. additional needed garbage clean up, etc...)
- Maintenance Staff and G&N staff will work together to identify and remedy nuisance issues (i.e. graffiti, vandalism).
- CONTRACTOR is not responsible for repairing the boardwalks and sidewalks in the District. CONTRACTOR shall, however, notify the City immediately of any damage to the boardwalk and/or need for its repair.
- CONTRACTOR will use a combination of its G&N Staff, Maintenance Staff, and other staff to extend the man hours spent in the District, particularly on weekends and during special events. For example, G&N Staff work early morning hours and can identify non-routine maintenance needs before Maintenance staff begin work. Maintenance staffing can be extended into the busier evening hours by using a mix of CONTRACTOR'S G&N Staff, evening security detail, and Maintenance Staff to identify non-routine needs, particularly on weekends and during special events.
- CONTRACTOR will provide one central telephone number for use by District business owners and tenants to report maintenance, nuisance, safety or other concerns to CONTRACTOR for service.
- CONTRACTOR will utilize its current reporting process and electronic cataloguing to record and report daily issues and overall work product, and provide reports quarterly to the City and District stakeholders, in a form approved by the City.
- Any changes in service proposed by CONTRACTOR that would change the level of service provided to the District are subject to City approval in writing by the City two weeks prior to the proposed implementation of that change.

Service Details

- CONTRACTOR will utilize garbage bags in the on-street containers to maintain service levels and will lock the containers to prevent "dumpster diving". This will result in decreased odors from containers and keep containers cleaner and easier to maintain.
- CONTRACTOR will work with the City's biannual façade cleaning vendor to schedule the façade cleaning so as to minimize disruption and inconvenience to District businesses, tenants, and patrons.
- CONTRACTOR will monitor all lighting in the district and notify the City of lighting issues.

- When replanting of landscaped areas is required, CONTRACTOR will replace current plant species (with the same type when possible).
- CONTRACTOR will clean the waterfront docks.
- CONTRACTOR will place barricades during special events in accordance with the appropriate special event permit.
- CONTRACTOR will work with the City, all event organizers, and OSBA to identify specific event needs above and beyond that outlined in Attachment 2 to Exhibit A and will provide all services necessary to ensure a safe and clean event. CONTRACTOR will adjust hours of operation as necessary to accommodate special events.
- CONTRACTOR will purchase equipment as needed, including two new utility vehicles in the first year of the contract. The cost of these purchases shall be referred to as the Reimbursement Amount. If the City terminates the agreement between October 1, 2014, and March 31, 2015, the City shall reimburse CONTRACTOR for the Reimbursement Amount, up to but not to exceed $45,000, prorated on a daily basis, such that if the City terminates the Agreement on October 1, 2014, the City shall reimburse CONTRACTOR $45,000, and if the City terminates on or after March 31, 2015, the City shall not reimburse CONTRACTOR anything. To qualify for reimbursement, CONTRACTOR shall provide documentation, satisfactory to the City, of the purchases.

Notwithstanding the above, the City shall do the following:

- The City will continue to provide the existing garbage services from the trailers located at the horse pit for CONTRACTOR's use.
- The City will continue to provide the existing equipment storage areas in lot W (Old Sac Parking at 2nd and I) for CONTRACTOR's use.
- The City will continue to provide the existing storage containers located in Old Sacramento for CONTRACTOR's use.

In addition, the City hereby grants, transfers, and conveys the equipment described in Exhibit C ("City Equipment"), which the City has previously used to maintain the District, to CONTRACTOR. CONTRACTOR has inspected the City Equipment and accepts it in its existing condition, without any express or implied warranties of any kind from the City. Should that equipment fail or no longer be fit for service during the course of the Agreement, the City has no obligation to replace that equipment or compensate CONTRACTOR for its failure. If the City terminates the prior to March 31, 2015, CONTRACTOR shall transfer the City Equipment back to City.

Attachment 2 to Exhibit A
Old Sacramento Historic District
Maintenance Schedule/Scope of Work

Maintenance Category/Description		Task Frequency			
		Jan/Feb/Mar	Apr/May/June	July/Aug/Sept	Oct/Nov/Dec
Clean up/Debris removal					
	Pick up debris around District	Daily	Daily	Daily	Daily
	Remove debris/dump trash at Promenade and Riverfront Park	Daily	Daily	Daily	Daily
	Remove debris, wash concourse, J to K St	Weekly	Weekly	Weekly	Weekly
Garbage Collection					
	Dump 100 trash cans	Daily	Daily	Daily	Daily
	Trash check and clean-up on barges and docks	Monthly	Bi-Weekly	Bi-Weekly	Bi-Weekly
Pressure Washing					
	Trash cans	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Horse parking areas	Bi-Weekly	Weekly	Weekly	Weekly
	K St underpass	Monthly	Monthly	Monthly	Monthly
	Street furniture/handicap ramps	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Wash Alleys	Bi-Weekly	Weekly	Weekly	Bi-Weekly
	Service Courts	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Boardwalks	1xSeason	1xSeason	1xSeason	1xSeason
	Contract out façade cleaning (pressure washing)		1xSeason		1xSeason
Landscape Maintenance					
	Use blower on K St tunnel walkway	Weekly	Weekly	Weekly	Weekly
	Use blower on Public Market walkways	Weekly	Weekly	Weekly	Weekly
	Use blower on docks and barges	Monthly	Bi-Weekly	Bi-Weekly	Monthly
	Mow and trim island area at Promenade, lawn at Waterfront Park and lawn at Theodore Monument	Monthly	Bi-Weekly	Bi-Weekly	Monthly
	Weed all planters/planted areas, including Promenade	Monthly	Bi-Weekly	Weekly	Bi-Weekly
	Schoolhouse landscape trimming	Monthly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Weedeat Riverfront Park and bike trail	Monthly	Monthly	Monthly	Monthly
	Replant seasonally at Promenade	As needed	As needed	As needed	As needed
General Maintenance					
	Clean and stock 2nd St and Front St restrooms (4)	Daily	Daily	Daily	Daily
	Check/change light bulbs: streets/docks/Public Market	As needed	As needed	As needed	As needed
	Remove graffiti	As needed	As needed	As needed	As needed
	Clean streetlamps	1xSeason	1xSeason	1xSeason	1xSeason
Event-Related Tasks					
	Collect/store traffic barricades	As needed	As needed	As needed	As needed

EXHIBIT B

NONPROFESSIONAL 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 $300,344 for the first nine months, beginning October 1, 2014 through June 30, 2015, and $395,000 annually thereafter, subject to annual appropriation by the City Council, for a total sum of $1,090,344 the period from October 1, 2014 through June 30, 2017.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a flat fee, monthly basis as set forth in Attachment 1 to Exhibit B.

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, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) 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:

Convention, Culture and Leisure Department
1030 15th Street, Suite 250, Sacramento, CA 95814
T: 916-808-8920/Email: lwisniewski@cityofsacramento.org
Attn: Leslie Wisniewski

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
Downtown Sacramento Partnership (DSP) Maintenance
Scope of Work in the Old Sacramento Historic District
Fee Proposal

- The total of all compensation paid to the CONTRACTOR shall not exceed $300,344 for the first nine months beginning October 1, 2014 through June 30, 2015, and $395,000 annually thereafter.
- CONTRACTOR agrees that all compensation it receives from the City under this Agreement shall be used to perform the services outlined in Exhibit A and to further maintain, support, and enhance the District in a manner approved by the City.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_____ Not furnish any facilities or equipment for this Agreement; or

__X__ furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

Item	***ID #***
Ford Ranger	10386
Weed Eater	6001489
High Wheel Mower	40322
Pressure washer	Apache-3505
Hedge Clipper	38259
Hedge Clipper	654022
Hedge Clipper	9002978
Snapper mower	2000685675
Low blower	7125811
Weed Eater	srm-210
Chainsaw	eo7711001025
Back pac Blower	po8211008037
Back pac Blower	po8211008213
Back pac Blower	po8211008157
Ladder	375lb 10ft
Ladder	375lb 12ft
Garbage Trailer	9394
Garbage Trailer	10505
Garbage Trailer	9885
Trailer/Storage	N/A

EXHIBIT D
NONPROFESSIONAL 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 therefor 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 are 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 upon 30 days written notice 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 render 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 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)

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) 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 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 that 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 $100,000.00. 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, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
James C. Jenkins Ins Srvc Inc
P. O. Box 5668
Suite 260
Concord CA 94524

CONTACT NAME: Kristi Franklin
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: kristi.franklin@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Insurance Co	16691
INSURER B: State Compensation Ins Fund	35076
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED DOWNT-3
Downtown Sacramento
Partnership, Inc.
980 9th Street
Sacramento CA 95814

COVERAGES **CERTIFICATE NUMBER:** 597435136 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAC0629110	10/25/2013	10/25/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CAP0629111	10/25/2013	10/25/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			UMB0629112	10/25/2013	10/25/2014	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1677670	3/1/2014	3/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

City of Sacramento, the City, its officials, employees and volunteers
915 I Street
Sacramento CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
James C. Jenkins Insurance Service Inc.
P.O. Box 13847
License No. 0545478
Sacramento CA 95853

CONTACT NAME: Marianne Gonzales Sims
PHONE (A/C, No, Ext): 916-576-1524 FAX (A/C, No):
E-MAIL ADDRESS: marianne.gonzales@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Co	16691
INSURER B : North American Capacity	25038
INSURER C : Twin City Fire Ins Co	29459
INSURER D : State Compensation Ins Fund	35076
INSURER E :	
INSURER F :	

INSURED
Downtown Sacramento Partnership, Inc.
980 9th Street
Sacramento CA 95814

DOWNT-3

COVERAGES CERTIFICATE NUMBER: 133553152 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PAC0629110	10/25/2013	10/25/2014	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							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
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAP0629111	10/25/2013	10/25/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1677670	3/1/2014	3/1/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B C	Liquor Liability Directors & Officer's Liability			PNG000190110 NOA1315682	10/25/2013 10/25/2013	10/25/2014 10/25/2014	Ea. Occurence/Aggrega Each Loss Deductible	$1,000,000 $2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All Contracts/Written Agreement between the Certificate Holder and the Insured. City of Sacramento is Additional Insured as respects General Liability per the attached form.

CERTIFICATE HOLDER

City of Sacramento
c/o EBIX BPO Ref #106-Z327066
P.O. Box 257
Portland MI 48775-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

REP A5
1677670-14
RENEWAL
NA
2-17-92-01
PAGE 1

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE AUGUST 6, 2014 AT 12.01 A.M.
AND EXPIRING MARCH 1, 2015 AT 12.01 A.M.

DOWNTOWN SACRAMENTO PARTNERSHIP

980 9TH ST STE 400
SACRAMENTO, CA 95814

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SACRAMENTO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

DOWNTOWN SACRAMENTO PARTNERSHIP

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 8, 2014 2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.1-2012)

OLD DP 217

GREAT AMERICAN INSURANCE GROUP
Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

Policy Number: PAC0629110 Effective: 10/25/2013-10/25/2014

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

   5. AUTOMATIC ADDITIONAL INSURED(S)

      a. Additional Insured - Manager or Lessor of Premises

         (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

            (a) a written contract; or

            (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

         but the written or oral contract or agreement must be an "insured contract," and,

            (i) currently in effect or become effective during the term of this policy; and

            (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

         (2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

            (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

            (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

            (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

            (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

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(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. **BLANKET WAIVER OF SUBROGATION**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **8.** is replaced with:

8. **Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation**

a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. **NON-OWNED OR CHARTERED WATERCRAFT**

Section I - Coverages, Coverage A, Item **2.g.(2)** is replaced with:

(2) A watercraft you do not own that is:

(a) less than 51 feet long; and

(b) not being used to carry persons or property for a charge.

4. **BROADENED PERSONAL AND ADVERTISING INJURY**

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item **14.** is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

a. false arrest, detention or imprisonment;

b. malicious prosecution;

c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

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f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

g. the use of another's advertising idea in your "advertisement"; or

h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. **MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION**

Section V - Definitions, Item **3.** is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. **MEDICAL PAYMENTS**

A. The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

C. This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

7. **DAMAGE TO PREMISES RENTED TO YOU LIMIT**

A. **SECTION III - LIMITS OF INSURANCE,** Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

(1) $300,000; or

(2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

C. This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

8. **SUPPLEMENTARY PAYMENTS**

A. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B** provision, Item **1.b.,** and **1.d** are replaced with:

1.b. Up to $500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off work.

This endorsement does not change any other provision of the policy.

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0253620 GREAT AMERICAN INSURANCE CO

GREAT AMERICAN INSURANCE GROUP
Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 74 00 (Ed.07/01)

Policy: PAC 062-91-10 00

BUSINESSPRO GENERAL LIABILITY COVERAGE PART DECLARATION PAGE

NAMED INSURED: DOWNTOWN SACRAMENTO PARTNERSHIP, INC.

POLICY PERIOD: 10/25/2013 to 10/25/2014

LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)	$	2,000,000	
Products - Completed Operations Aggregate Limit	$	2,000,000	
Personal and Advertising Injury Limit	$	1,000,000	
Each Occurrence Limit	$	1,000,000	
Damage to Premises Rented to You Limit	$	100,000	Any One Premises
Medical Expense Limit	$	5,000	Any One Person

FORM OF BUSINESS: CORPORATION

TOTAL ESTIMATED PREMIUM: $26,008.00

Products/Completed Operations	All Other
$	$ 26,008.00

SCHEDULE OF LOCATIONS

Location: 0001 Building: 0001
980 9TH STREET
SACRAMENTO, CA 95814

Location: 0002 Building: 0001
980 9TH ST
SACRAMENTO, CA 95814

CODE NUMBER: 44444 PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: PREMISES/OPERATIONS AND PRODUCTS/COMPLETED OPERATIONS - NOC

Products/Completed Operations	All Other
EXPOSURE:	EXPOSURE:
RATE:	RATE:
PREMIUM: $0.00	PREMIUM: $15,893.00