

Meeting Date: 8/11/2015

Report Type: Consent

Report ID: 2015-00696

Title: Agreement: Consulting Services to Conduct a Standards of Cover Study for Fire Department

Location: Citywide

Recommendation: Pass a Motion 1) awarding an agreement for consulting services to conduct a Standards of Cover study to Citygate Associates, LLC with a term expiring on June 30, 2016 for a total not-to-exceed amount of \$135,000; and 2) authorizing the City Manager, or his designee, to execute the agreement with Citygate Associates, LLC specified above.

Contact: Walt W. White, Fire Chief, (916) 808-1601, Fire Department

Presenter: None.

Department: Fire

Division: Office Of The Fire Chief Adm

Dept ID: 12001011

Attachments:

1-Description/Analysis

2-Professional Services Agreement with Citygate Associates, LLC

City Attorney Review

Approved as to Form

Gerald Hicks

7/28/2015 11:46:25 AM

Approvals/Acknowledgements

Department Director or Designee: Walt W. White - 7/27/2015 10:34:23 AM

Description/Analysis

Issue Detail: In April 2015, the Fire Department posted a Request for Proposal (RFP) to select a qualified and experienced consultant to produce a Standards of Cover (SOC) plan that is fully compliant with industry best practices in the field of deployment analysis.

The SOC will be used as a tool to determine the most effective and efficient distribution and concentration of fixed and mobile resources and methods for providing quality response services. The study includes a complete overall evaluation of the delivery system, with major components to include:

- a review of the current community and deployment;
- a hazard and risk assessment of the department's service areas;
- an historical measure of system performance, concentration, and reliability; and,
- the development of performance measures and a compliance methodology

In addition, this RFP included services for a consultant to complete an analysis of the Fire Department's ambulance program which will include an evaluation of an alternative operational deployment model and its impact on performance, workload, and personnel fatigue.

The Fire Department received four responsive proposals for the RFP which were evaluated based on the following criteria: qualifications and experience, methodology and approach of work, pricing, and client references. After evaluating and scoring the proposals, the Fire Department interviewed the top two finalists and selected Citygate Associates, LLC as the most responsive and responsible proposer.

The proposal submitted by Citygate Associates, LLC met and exceeded the requirements placed in the RFP. Possessing extensive experience delivering similar type projects for comparable, as well as, larger sized fire agencies in California and in the Sacramento region, Citygate Associates, LLC proposed approach was the most organized, comprehensive and complete of the four proposals received.

Policy Considerations: This recommendation is consistent with City requirements for competitive bidding as detailed in the Sacramento City code 3.56.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act ("CEQA") [CEQA Sections 15061 (b) (3); 15378 (b)(2)].

Sustainability: There are no sustainability considerations as listed in the Sustainability Master Plan applicable to approving and awarding the agreement to Citygate Associates, LLC.

Commission/Committee Action: None.

Rationale for Recommendation: Staff recommends the execution of an agreement with Citygate Associates, LCC to utilize the firm's experience and expertise to perform a Standards of Cover study as a component of the Fire Department's Master Plan, which will be used to determine the distribution and concentration of the City's firefighting and ambulance resources, as well as, support the Fire Department's goal of achieving accreditation through the Commission on Fire Accreditation International.

Financial Considerations: Funding for this agreement is incorporated within the Fire Department's FY 2015/16 approved budget.

Local Business Enterprise (LBE): Citygate Associates, LLC is not an LBE, but has partnered with an LBE, Esri, for this contract to meet the minimum LBE participation requirement. Esri will provide data demography and statistical analysis support services.

PROJECT #: RFP No. P15121011006
PROJECT NAME: Standards of Cover Study
DEPARTMENT: Fire Department
DIVISION: Office of the Chief

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

Citygate Associates, LLC
2250 East Bidwell Street, Suite 100
Folsom, CA 95630
(916) 458-5100 / (916) 983-2090

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation 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.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

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

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Walt W. White

Title: Fire Chief

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Citygate Associates, LLC
NAME OF FIRM

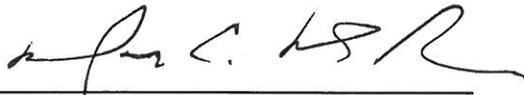
68-0447080
Federal I.D. No.

200000810001
State I.D. No.

1014469
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

David C. DeRoos, President
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____ Citygate Associates, LLC _____

Address: _____ 2250 East Bidwell Street, Suite 100, Folsom, CA 95630 _____

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

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

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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

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



Signature of Authorized Representative

July 15, 2015

Date

David C. DeRoos

Print Name

President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Walt White, Fire Chief
Sacramento Fire Department
5770 Freeport Blvd, Suite 200
Sacramento, CA 95822
Ph: (916) 808-1601 / Fax: (916) 808-1629

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:

Stewart Gary, Project Director/Fire Practice Principal
Citygate Associates, LLC
2250 East Bidwell Street, Suite 100
Folsom, CA 95630
Ph: (916) 458-5100, ext. 305 / Fax: (916) 983-2090

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. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

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

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

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

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

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

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

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

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

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

4. Scope of Services.

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

5. Time of Performance.

The services described herein shall be provided from the date of this agreement, listed on page 1, until June 30, 2016.

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WORK PLAN AND SERVICES

The Proposer will present a work plan addressing each and every major component, task and activity to be undertaken in order to meet the project requirements. This will include the project approach, organization, and timeline.

Approach. The Proposer will indicate how the firm will approach the overall scope of work and each of the components and indicate how the firm is uniquely qualified to undertake the work based on experience and qualifications.

E.1 PROJECT APPROACH

Citygate will produce a Standards of Cover document that is fully compliant with industry best practices in the field of deployment analysis which will be used to determine the City of Sacramento's distribution and concentration of resources. This project will be used by the Department as a tool to determine the most effective and efficient methods for providing quality services and for achieving accreditation through the Commission on Fire Accreditation International.

The Standards of Cover document will include:

- ◆ An overview of the City of Sacramento and SFD firefighting force to include:
 - An assessment of the community's hazards and risks
 - An analysis and determination of critical tasking and effective response force
 - Evaluations of historical performance, concentration, and reliability
 - Baseline and benchmark performance objectives and compliance methodology
- ◆ An analysis of the Fire Department's ambulance program to include:
 - An evaluation of the impact on performance of the system, workload on current ambulances, and fatigue among ALS ambulance personnel by implementing one of the two options mentioned below:
 - Option 1 – Adding additional Transport Ambulances staffed as Dual Role resources utilizing the current 48/96 work schedule.
 - Option 2 – Developing, implementing, and adding "Single Role" Transport Ambulance resources to the current system. A Single Role Transport Ambulance is staffed with either two Paramedics

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or a Paramedic and an EMT and would respond only to EMS incidents. These units would operate on 12-hour shifts.

- The ambulance deployment review will:
 - Determine the current workload of the 13 Dual Role Transport Ambulances. Examine any substantial inequality and recommend any potential relocation to available stations in order to improve system performance and/or balance workload within current resources.
 - Evaluate project +1 year and +2 year workloads for these units assuming no additional resources are added and annual growth rates remain consistent.
 - Evaluate the performance and workload impact of adding three new Dual Role 48/96 ALS Transport Ambulances stationed based on recommendations made from prior task.
 - Evaluate the performance and workload impact of adding a cost equivalent number of 12-hour shift Single Role ALS Transport Ambulances to the system using a determined shift schedule and deployment plan.
 - Evaluate the performance and workload impact of adding three 12-hour Single Role ALS Transport Ambulances to the system using a determined shift schedule and deployment plan.
 - Evaluate the number of 12-hour Single Role ALS Transport Ambulances required to reduce the workload of the 13 Dual Role ALS Transport Ambulances from current to a defined target value and to achieve a response time performance goal to be defined prior to issuance of contract.
 - Evaluate the number of Dual Role 48/96 ALS Transport Ambulances required to reduce the workload of the 13 Dual Role ALS Transport Ambulances from current to a defined target value to achieve a response time performance goal to be defined prior to issuance of a contract.
- ◆ An overall evaluation of findings and recommendations.
- ◆ A comprehensive report with exhibits to fully document the projects findings and recommendations.

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The Work Plan that will address these elements:

- ◆ Extensive *start of project* outreach to key Department, City Management, City Council (if directed), and business leaders regarding their service expectations of their Fire Department.
- ◆ A leading-edge risk assessment that will compare and contrast socioeconomic data across the City’s diverse geography to Fire Department major incident types, which allows connecting populations and economic asset risks to the most appropriate, cost-effective deployment plan.
- ◆ A comprehensive deployment study using data analysis which includes fire incidents, emergency medical incidents, hazardous materials incidents, technical rescue incidents, false alarms, mutual aid, service call levels, geographic patterns, time of day, daily workload, station location analysis, locations of emergencies, coverage, response times, station operations, and other pertinent information related to response and deployment.
- ◆ Recommendations for appropriate staffing and deployment for firefighting and emergency medical service operations utilizing appropriate standards.

Citygate’s project approach is consistent with our Project Team member’s experience in fire administration. We utilize various National Fire Protection Association (NFPA) publications as best practice guidelines, the Insurance Services Office (ISO), along with the self-assessment criteria of the Commission on Fire Accreditation International. We do not use simple, nor one-size-fits-all measures.

A review of this breadth and depth must include the analysis of multiple facts and variables. More importantly, its findings and recommendations are only as good as the professionals drawing conclusions from the data. This is what sets the Citygate team apart. As recent practicing professionals in fire administration, the City is, in effect, getting the expertise of an external “seasoned department head team,” not the opinions of junior staff members or consultants who have spent little time on the front lines managing in local government.

A significant strength of the Citygate team is that we are able to develop reports with specific recommendations, tailored to the local situation, that are implementable within the revenues available. Our reports identify specific areas that are working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations.

E.1.1 Project Methodology

The core methodology used by Citygate in the scope of its deployment analysis work will be that of the “Standards of Response Coverage” systems approach to fire department deployment as published by the Commission on Fire Accreditation International. This is a systems-based

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approach using local risk and demographics to determine the level of protection best fitting the City's needs.

SOC Methodology

The study will use the following eight elements in the Standards of Response Coverage process:

1. Existing deployment – each agency has something in place today.
 - The Citygate team will understand existing deployment strategies and performance measures.
 - This study will provide the City with updated response performance goals from which it can adjust, if needed, the quantity, staffing, and location of fire stations with a clear understanding of the cost of changes.
 - While this is not a study of fire departments adjacent to the City, the study will consider the impacts of the City's existing or potential mutual aid agreements on its needs.
2. Community outcome expectations – what is expected of the response agency?
 - Citygate will update the City's expectations for fire, EMS, and special hazard responses.
3. Community risk assessment – what assets are at risk in the community?
 - Citygate will determine an all-hazard risk assessment for the community, at a zone level, using community zoning information, Insurance Service Office (ISO) building risk information, occupancy data, hazard mitigation planning, population demographics, and planned growth plans.
 - Citygate will assist the Department in conducting critical task crew measures.
4. Distribution study – the locating of first-due resources (typically engines).
 - Citygate will use the *FireView*TM software GIS mapping tool to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.
5. Concentration study – first alarm assignment or effective response force studies.
6. Historical reliability – is there a multiple call frequency issue (call stacking) problem?

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- Citygate will analyze incident data to determine if multiple calls are affecting performance. This work will be done with our *StatsFD*TM software tool.
- 7. Historical response effectiveness studies – what percent of compliance does the existing system deliver?
- 8. Overall evaluation with updated Standard of Cover statements by risk type, as needed.
 - Citygate will advise on a revised Standard of Cover set of policies.
 - Citygate will identify changes in deployment, if desirable, along with likely timing.
 - The recommended performance goals will be consistent with national guidelines from the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI-CPSE), and the Insurance Services Office (ISO).

We strongly encourage the Department to create an SOC Study Team that will be a representative cross-section of key managers, line personnel, Sacramento Fire Department (SFD) data analysts, and union leaders to not only assist in growing Citygate’s understanding of the SFD, but also to be coached by Citygate in learning state-of-the-art deployment methods and tools.

E.1.2 Unique Deployment Model Approach

We use a different—and we believe more robust—deployment analysis tool called *FireView*, published by The Omega Group, which is an add-in tool to Esri ArcGIS geographic mapping tools. This approach builds a fresh and alternative time-over-distance response model to compare to and vet against the data results of the Department’s Regional Dispatch Center’s Deccan deployment analysis tools. We will compare and contrast the results of *both* tools and assist the Department managers in understanding the limitations of predicting time-over-distance measurements with these tools. This insight only comes with our experience across a vast diversity of agencies and geography types.

We also use the incident response statistics tool *StatsFD*. The publisher/programmer of *StatsFD*, Mike Fay, has been performing deployment analysis with Stewart Gary for 17 years, and they can use the tool’s newest advances to build even more robust models than can be built in-house. Or, if a fact pattern needs a new programming approach for *StatsFD*, we can program it to meet Sacramento’s unique needs.

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Citygate is the *exclusive* consulting business partner for The Omega Group and *StatsFD*, and has been since the inception of these tools. Thus, the Citygate and software teams have internal knowledge of the tools' limitations and advantages which the average customer does not.

Given the risk assessment needs for a city of Sacramento's size, and the lack of published studies in the American Fire Service *statistically correlating* types of risk to deployment demand in a way that deployment can be scaled and forecasted more precisely, we are including a *first-of-its-kind, in-depth* risk assessment task. Esri Corporation has become a "big data" provider of demography about America, its populations and institutions. Esri's data sets are updated frequently, and include far more than typical census data.

Both Citygate and The Omega Group are Esri business partners, and as such, Esri is assisting the team by providing its advanced data and analyzing the correlations of the data findings by the Citygate-Omega team.

Once the Citygate team has debated the data results internally to reach a preliminary understanding, we then meet at length with the City's project team to explain and vet the initial results against the City's long-term agency knowledge and common sense about its deployment geography, statistics, and use of staffing. In this way, Citygate coaches, pushes against legacy thinking, and also *listens* for issues that may point out errors in the initial model results. This avoids a common trap of believing the model when our local experience reveals a flaw in the first data build. Using this process of leveraging both teams' strengths, the final work product is robust, meets the local situation, and is implementable.

Finally, given Citygate's experience in local agency administration and presentation of complex issues to governing bodies, we will create reports and briefing materials that make understanding the technical material easier while accepting the credibility of the conclusions and recommendations.

E.1.3 Project Work Plan

Our Work Plan is integrated, comprised of five tasks, and includes all items requested by the City.

We will review our Work Plan and schedule with the City project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Task 1: Initiate and Manage the Project

Subtasks:

1.1 Develop Detailed Work Plan Schedule for Project

- ◆ We will develop a detailed work schedule for the project. This will assist both the consultants and City staff to monitor the progress of the study.

1.2 Obtain and Review City/Department Documentation

- ◆ At this juncture in the project we will develop and submit a list of all documents relevant to this project, including the City's General Plan service area, growth forecasts, any appropriate prior studies, Fire Department documentation including (as available) dispatch data, fleet inventory, current personnel, equipment, and a myriad of other information.
- ◆ We will use Dropbox (an online shared file service) to make it convenient for City staff to answer questions and upload supporting documents.
- ◆ Once we receive the requested documentation from the City, we will review it prior to conducting our interviews in the following subtask. We have found that reviewing this information prior to our interviews improves the effectiveness and value of the interviews we conduct, since it results in more specific questions and more definitive information.

1.3 Conduct Stakeholder Interviews

- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. We will meet with the Department representatives to correlate our understandings of the study's scope, and ensure that our Work Plan and project schedule are mutually agreeable. In our experience, this early effort to clearly define expectations, roles and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and directed, the Fire Chief, as well as members of the management team.
- ◆ We encourage our clients to not only appoint a Project Manager as the focal point to coordinate with Citygate, but to also appoint an internal project team. The project team can proof our draft data and opinions and also serve as a "sounding board" on technical and personnel issues in the Department. Finally, after Citygate has completed the project, we will have "taught staff to fish" by

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understanding our project methods, Department data, and our recommendations so they can keep the project going as well as explain it effectively to other Department personnel.

- ◆ We will meet with, as appropriate and directed, union executive leadership.
- ◆ We will interview, as directed, the City Manager and City Council members.

1.4 Ongoing Project Management

- ◆ We provide monthly written status reports along with our invoice which describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.
- ◆ In addition, if a serious issue is encountered at any point in the project, we will immediately call and/or email the City's project manager to work on an effective, timely resolution.

Task 2: Deployment Review of the Fire and EMS Services Delivery System

Subtasks:

2.1 Gather Department Technical Data

- ◆ We will obtain at least 3 years of CAD and NFIRS 5 incident data for the Standards of Coverage study.
- ◆ We will obtain and review the GIS layers and demography the Department already has concerning risks to be protected.
- ◆ Where the Department does not have adequate socioeconomic and/or GIS demography information, we will obtain the data from other sources such as ESRI, a specialist with data demography and statistical analysis.
- ◆ Finally, based on early findings revealed through our risk and deployment analysis, we will search out the necessary facts to allow us to measure impacts of changes to Department services. Other such sources could include the County Public Health and Hazardous Materials, the Local EMS Agency, school districts, public utilities, and business association groups, to name a few.

2.2 Forecast Growth Projections

- ◆ As we have indicated, in conducting our deployment studies, Citygate relies heavily on research and statistical and demography analysis to understand the communities served in the study's footprint. As such, we will:

- Review the General Plan growth projections by zoning classification.
- Obtain and use appropriate census and general population data.
- Review EMS incident Patient Care Record (PCR) record categories for illness/injury and transport destination types.
- We will then go beyond these sources to use special demography data sets as published by ESRI to match risk demographics to incident projections.

2.3 Conduct Community Risk Assessment

- ◆ As already discussed, Citygate will use in-depth demography in combination with GIS to understand the differing risks to be protected by the Department. In summary:
 - The Citygate, Omega, and ESRI data demography statistician teams will compare large demography data sets to prior Department NFIRS property and incident type codes. Where there is a valid statistical correlation, we will then recommend deployment based on the actual populations, employment base, and properties driving baseline, high incident volume, and specialty deployment plans.
 - Where a valid statistical correlation does not exist, we will conduct a high-level community risk assessment involving hazard identification, risk factor identification, hazard probability analysis, impact analysis, and overall risk exposure by hazard.
 - The ESRI data, in many cases, is already projected out to the year 2019, and as such, will provide the initial foundation for a multi-year planning forecast by the Department. Given the size of the City, the scope of the demography data we propose to use, and high volume of incident data, where there are correlations, the Department will know it and be able to adjust deployment to proven needs.
 - Citygate also will, as part of its all-hazard risk assessment for the City, use City zoning information, Insurance Service Office (ISO) building risk information, occupancy data, and growth plans to understand risks.
 - We will also review special hazard risks such as use and transportation of hazardous materials, technical rescue, hazardous business processes, and light and heavy passenger rail, to name a few.

2.4 Conduct Complete Standards of Response Cover (SOC) Study

- ◆ We will conduct a complete Standards of Cover analysis to include all eight elements described in our “SOC Methodology” preceding the Work Plan. We will combine the best available incident statistics using *StatsFD* with the best fire deployment GIS tool, *FireView* by The Omega Group, to measure, visualize, and identify service gaps for the:
 - Distribution of first-due, all-risk companies
 - Concentration of multiple companies to form an Effective Response Force (ERF or First Alarm) to not just building and wildfires, but to all emergencies requiring multiple units in an appropriate timeframe to minimize and terminate the emergency before it can escalate to greater alarm proportions.
- ◆ We will quantify over an appropriate historical period the reliability of the Department’s response force, and where goal measures are not met, determine the necessary changes and associated costs that could be reasonably implemented.
- ◆ We will include in the above analysis of the response system both automatic and mutual aid support for not just day-to-day coverage, but for greater alarm and backfill coverage. However, we will understand first what the Department can and cannot perform itself, and then where and how reliably mutual aid can assist the Department’s resources.
- ◆ The Omega Group’s *FireView* tool will use geographic mapping *extensively* at the Citywide and either Battalion- or neighborhood-level as appropriate, to understand the diversity of risks to be protected against prior incident demand and road topography.
 - All map views will be organized logically to build the case for what is occurring and the opportunities for improvement—either immediately or over time—as the City continues to evolve.
 - Citygate’s maps are produced as 8½” x 11” full pages in landscape mode in a separately-bound report appendix so the reader can easily view the fine details of the maps while reading our report text. We do not bury complex images in the body of report text.
- ◆ Citygate’s data analyst will use a *StatsFD* tool to deeply understand three years of prior incident statistics to review:
 - Response times by single units, First Alarm, specialty-unit responses by Station Area, Department Battalion, and finally, Citywide.

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- The type of properties, quantities of fire or rescue incidents, causes, and outcomes using the NFIRS system description of incidents.
- ◆ Once the analysis is done, we believe that an equally important study deliverable is the written report and briefing materials that must tell the story to the public and elected officials in a straightforward manner that a non-fire-service audience can understand. In summary, our reports are readable and use large-scale maps and statistics in companion volumes so that the exhibits are readable and not shrunk down in the middle of report text.
- ◆ Our analysis will answer these overarching questions that also apply to many agencies:
 - For current and future service demands, how many fire stations should the City have and where should the stations be located, or relocated, for the most cost-effective and efficient service?
 - If the recommendation is for more than the current number of stations, what are the specific benefits of additional locations?
 - Is the equipment adequate (quantity, size, location) for current service demands?
 - Is the equipment adequate, considering anticipated growth of the City? If not, what are the shortcomings and recommendations?
- ◆ We will provide fire response options and strategies that might be suitable for the City over the short- and long-term.
 - The work elements in this task will consider all options to address the Department's deployment needs. GIS mapping and prior incident response statistics will be used to measure the effectiveness of the current deployment plan to achieve desired goals across the City's diverse risks and geography.
- ◆ Citygate will use Unit Hour Utilization (UHU) ratios to look at both fire and ambulance units emergency incident workload by unit by hour per day of the week (see sample provided in Appendix B). However, we do NOT only use 24-hour UHU measures to identify non-incident capacity. We use the fire service "workday from shift change to evening mealtime." These workday hours are also the busiest for incident demand in most agencies. Thus, a high UHU on a crew during the workday can really lower the time for other duties and programs.
 - We will provide UHU tables for all units in the Department, and where units are overworked, suggest short-term or long-term realignment of

resources, or additional part- or full-time resources to balance workload more appropriately.

2.5 Conduct Ambulance Deployment Review

- ◆ An evaluation of the impact on performance of the system, workload on current ambulances, and fatigue among ALS ambulance personnel by implementing one of the two options mentioned below:
 - Option 1 – Adding additional Transport Ambulances staffed as Dual Role resources utilizing the current 48/96 work schedule.
 - Option 2 – Developing, implementing, and adding “Single Role” Transport Ambulance resources to the current system. A Single Role Transport Ambulance is staffed with either two Paramedics or a Paramedic and an EMT and would respond only to EMS incidents. These units would operate on 12-hour shifts.
 - If the City’s requested two options are not the best fit in Citygate’s opinion, we will propose a 3rd option for consideration.

Task 3: Preliminary Findings Briefing

Subtasks:

3.1 Prepare Preliminary Findings Briefing

- ◆ Citygate will complete its initial SOC analysis and prepare a briefing of our preliminary findings, opinions, and recommendations.

3.2 Conduct On-Site Briefing

- ◆ The Citygate team will brief the City’s leadership team on-site regarding our working opinions using PowerPoint, geographic mapping, and incident statistics.

Task 4: Forecast Resource Needs, Conduct Final Service Delivery Models, and Prepare Integrated Review Report

Subtasks:

4.1 Prepare Comprehensive Draft Report

- ◆ The entire Citygate Project Team will prepare a comprehensive long-range Deployment Analysis Draft Report, including statistical and geographic mapping exhibits.

4.2 Review Draft Report with City Project Manager

- ◆ Upon completion of the Draft Report, an electronic version in MS-Word will be sent to the City project manager for comments using the “track changes” and “insert comments” tools in Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

4.3 Present Draft Report

- ◆ We will schedule a meeting with the City leadership to present the draft findings, answer any questions, and agree on elements for the Final Report.

Task 5: Prepare and Deliver the Final Report with Executive Summary and Recommendations

Subtasks:

5.1 Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Based on the results of our Draft Report review process, we will then prepare and submit an Executive Summary and a Final Report to City leadership.

5.2 Present Final Report

- ◆ We also will make an oral presentation to the City leadership and elected officials using a PowerPoint.

E.1.4 Final Report Contents

Our final work product will include:

- ◆ A summary of the strengths of the Department and opportunities for improvement.
- ◆ An analysis of the Department’s ability to meet the Standards of Response per the NFPA, CSPE, and ISO guidelines.

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- ◆ A review of how our approach and analyses were conducted.
- ◆ Analysis of service delivery expectations to include: labor, management elected officials' and community members' expectations for fire, EMS, and special hazard service delivery.
- ◆ An analysis of the efficiency of the current deployment scheme of firefighting resources within the Department's fire stations.
- ◆ An analysis of the Fire Department's ability to meet the City's fire and EMS first responder deployment needs and expectations.
- ◆ If required, recommendations for changes in fire deployment methods to optimize service delivery for the next ten years.
- ◆ Recommendations for changes in fire station locations (if needed) to meet the current needs of the City and to optimize service delivery.
- ◆ Recommendations for deployment of existing resources within the City's fire stations to optimize service delivery.
- ◆ Recommendations for changes to the ambulance deployment plan as specifically requested by the Department in its RFP.
- ◆ Recommendations for deployment of new resources to meet current and future needs, including non-constant staffed resources.
- ◆ Provision of supporting data and rationale for all recommendations.
- ◆ Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format.

E.1.5 Study Components With Which the City Must Assist

Both Citygate and the Department understand the economic constraints related to this study. The Department and allied City staff have the best capability to collect much of the required data that can assist the Citygate study. Therefore, the Department will assist Citygate with:

- ◆ Providing electronic incident response data in a format requested by Citygate. This includes three years of CAD data in a format to be specified by Citygate, and a matching three years of fire and medical NFIRS exports in the federally-required format. The CAD incident records and the NFIRS incident records shall share a common and unique incident identifier field, such as the incident number to allow the combing of CAD and NFIRS data.

If the CAD data cannot be exported in common database or Excel formats, or the NFIRS exports are not consistent with Federal specifications, there could be additional, unbudgeted costs to the Department for custom programming by either the City or Citygate to obtain useful incident records.

- ◆ Via a document request questionnaire issued by Citygate, submitting existing Department documents describing its organization, staffing plans, services, budgets, expenses and performance measures, if any, within the project timelines.
- ◆ Providing other Department data as requested by Citygate.

E.1.6 Project Site Visits

The following is our schedule of on-site meetings to facilitate the gathering of information and understanding for the project to explain/present the project's findings:

- ◆ Task 1 – Two days to start the project and begin information gathering by conducting on-site interviews and construction of a final project schedule.
- ◆ Task 2 – One day on-site to conduct the in-depth community risk assessment.
- ◆ Task 3 – One on-site meeting to conduct the in-depth briefing of key stakeholders as to our preliminary service opinions.
- ◆ Task 4 – One on-site meeting to review the full Draft Report and exhibits.
- ◆ Task 5 – One on-site meeting to brief City leadership on the Final Report.

E.2 ORGANIZATION

Organization. The Proposer will present a project organization chart outlining the reporting structure and primary responsibilities of each position. The proposal shall indicate which person will be the key contact during the project and who will be responsible for coordination of the project. The Proposer will provide all personnel required to successfully complete the project and will identify specific individuals for those key positions identified within the organization chart. Proposers should recognize that changes in key project personnel will not be allowed subsequent to award of contract without written consent of the City. Additionally, the City reserves the right to approve any and all personnel changes or to request personnel changes as the City deems appropriate during the course of the project.

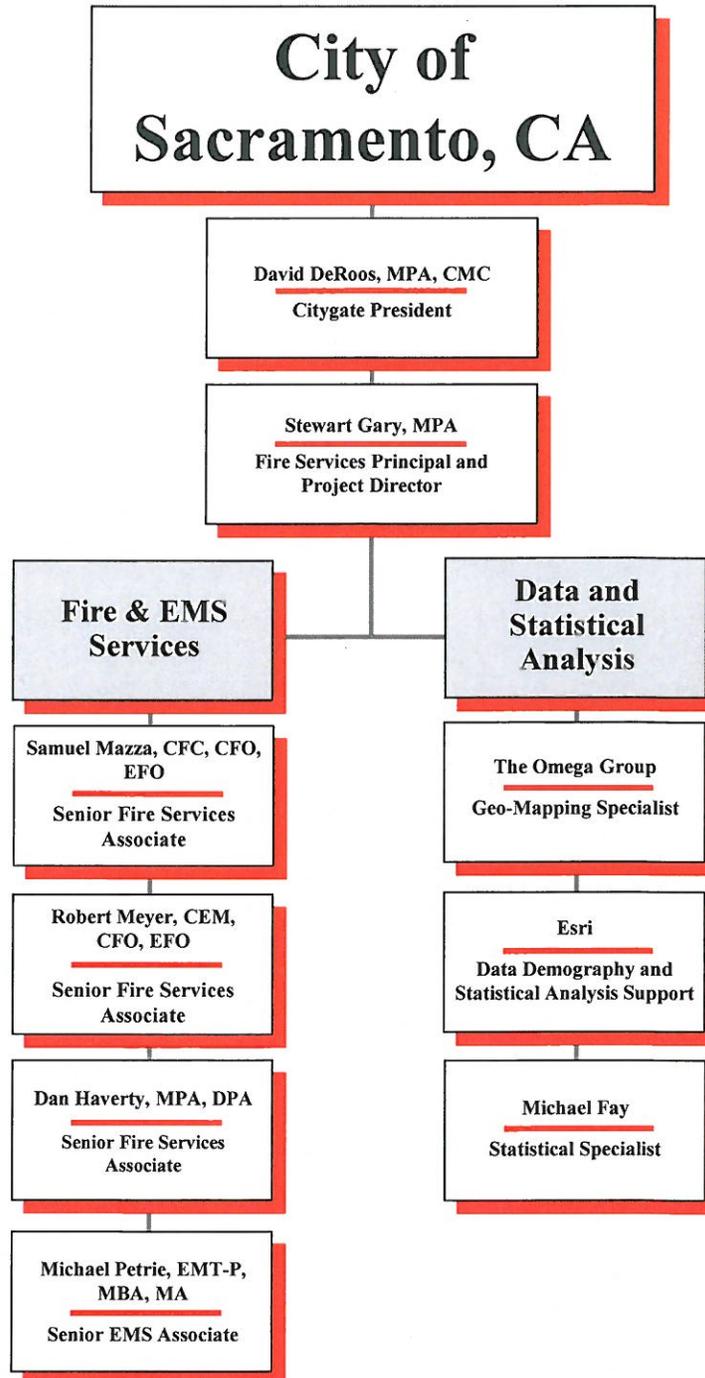
Shown on the following page is a Project Team organization chart. Citygate's consultants adhere to the Code of Ethics found in Appendix A.

Chief Stewart Gary, Citygate's Fire Practice Principal and Project Director, will be responsible for coordination of the project and will be the key contact during the project.

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If changes in key project personnel are needed at any time, they will only occur with written consent from the City.

Project Team Organization Chart



E.3 PROJECT SCHEDULE

Timeline. The Proposer will include an implementation schedule delineating all activities, tasks, and responsibilities of the Proposer and the City of Sacramento. Included should be a timeline demonstrating the sequence of events from the point of contract award through final acceptance. Include Gantt charts (or similar graphic depiction) to illustrate phases, activities, tasks, comments, milestones, decision points, and deliverables. The proposal shall include a schedule for presenting the draft and final document. The proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated, but should break out the implementation schedule in terms of weeks following contract signing. The schedule may need to coincide with the Fire Department workload.

Citygate anticipates that the duration of this project will be 5 months, and is available to start the project in May 2015. While the work could be technically done in three months, we find most clients need a month at the beginning to collect and provide key City data sets. Then the 5th month is needed only for scheduling the final public meeting. The Draft Report will be available in the 4th month. A detailed Work Plan schedule is presented on the following page:

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Work Plan Timeline

Task	Month 1	Month 2	Month 3	Month 4	Month 5
Task 1—Initiate and Manage the Project					
1.1 Develop Detailed Work Plan Schedule for Project	■				
1.2 Obtain and Review City/Department Documentation	■	■			
1.3 Conduct Stakeholder Interviews	●	■			
1.4 Ongoing Project Management	■	■	■	■	■
Task 2—Deployment Review of the Fire and EMS Services Delivery System					
2.1 Gather Department Technical Data	■	■			
2.2 Forecast Growth Projections		■	■		
2.3 Conduct Community Risk Assessment		■	●		
2.4 Conduct Complete Standards of Response Cover (SOC) Study			■	■	
2.5 Conduct Ambulance Deployment Review		■	■		
Task 3—Preliminary Findings Briefing					
3.1 Prepare Preliminary Findings Briefing			■		
3.2 Conduct On-Site Briefing				●	
Task 4—Forecast Resource Needs, Conduct Final Service Delivery Models, and Prepare Integrated Review Report					
4.1 Prepare Comprehensive Draft Report				■	■
4.2 Review Draft Report with City Project Manager					■
4.3 Present Draft Report					●
Task 5—Prepare and Deliver the Final Report with Executive Summary and Recommendations					
5.1 Prepare and Submit Final Report					■
5.2 Present Final Report					●

● On-site meeting

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 135,000.

2. **Billable Rates.**
CONTRACTOR shall be paid for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, 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 above.

D. Requests for payment shall be sent to:

*Sacramento Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
Ph: (916) 808-1300 / Fax: (916) 808-1629*

Attn: Accounts Payable

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.

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BUDGET

The Proposer will provide a detailed breakdown of all cost elements required for the successful completion of the scope of work.

The Proposer will provide a listing of the hourly billing rates of individuals to be assigned to the project; listing any supplies and services (sub-consultants); and proposing a not-to-exceed price for the work outlined in this Request for Proposal.

The City reserves the right to move forward on individual components of the scope of work at its sole discretion.

F.1 PROJECT COST/BILLING

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our core Work Plan and Scope of Work outlined below.

F.1.1 Core Work Plan

Hourly Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Citygate Project Amount
\$123,013 (617 hours)	\$1,770	\$6,151	\$130,934

* If street data is not available that includes the attributes necessary for the geographic computer model to route fire trucks at appropriate speeds over the City’s road network, including one-way streets and freeway interchange directions, The Omega Group will purchase the required streets and speed data from HERE, a private GIS data vendor, at a cost of \$4,000, bringing the total project cost to \$134,934.

The price quoted above includes one (1) draft cycle as described in Task 4 of our Work Plan to be completed by Citygate and the City within 30 calendar days. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide up to eleven (11) bound color copies of the Final Report document and a reproducible master copy on CD-ROM. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

If the City decides to delay the final presentation in Task 5 after acceptance of the final work product, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement;

or

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

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute 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 by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. 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 Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) 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 or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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 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 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 or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - 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
915 I Street, Second Floor
Sacramento, CA 95814

- 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
915 I Street, Second Floor
Sacramento, CA 95814
- 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.