

PROJECT #: NONE
PROJECT NAME: FIRE DEPARTMENT MASTER PLAN
DEPARTMENT: FIRE
DIVISION: OFFICE OF THE CHIEF

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

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

*MATRIX CONSULTING GROUP
2470 EL CAMINO REAL, SUITE 210
PALO ALTO, CA 94306*

("CONSULTANT"), who agree as follows:

- 1 **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services. (a) CONSULTANT notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONSULTANT 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 CONSULTANT 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 CONSULTANT for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONSULTANT 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 CONSULTANT uses for billing clients similar to CITY.
- 3 **Facilities and Equipment.** Except as set forth in Exhibit C, CONSULTANT 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 CONSULTANT only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4 **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONSULTANT 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.

CONSULTANT 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 CONSULTANT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONSULTANT and to bind CONSULTANT 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

CONSULTANT:

MATRIX CONSULTING GROUP
NAME OF FIRM

By: _____

05-0545979
Federal I.D. No.

Print name: _____

Title: _____

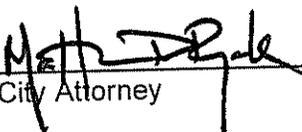
483-8708-8
State I.D. No.

For: Ray Kerridge, City Manager

126775
City of Sacramento Business Op. Tax Cert No.

APPROVED TO AS FORM:

TYPE OF BUSINESS ENTITY (check one):

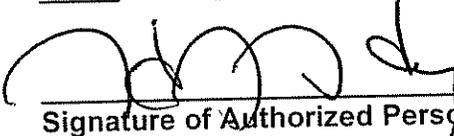


City Attorney

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

ATTEST:

City Clerk



Signature of Authorized Person

Attachments

RICHARD BRADY, PRESIDENT
Name and Title

- 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

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: MATRIX CONSULTING GROUP

Address: 2470 EL CAMINO REAL, SUITE 210, PALO ALTO, CA 94306

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

- 1 Consultant 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, Consultant 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 Consultant 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

Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant 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 Consultant understands that Consultant 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, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
 - b If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners
 - d If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status
 - e If Consultant 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") Consultant 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. Consultant 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 Consultant 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 Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant 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. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant 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. Consultant 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. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights
7. Consultant understands that Consultant 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. Consultant 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 Consultant

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 Consultant to the provisions of this Declaration.



Signature of Authorized Representative

7-18-07

Date

RICHARD BRADY
Print Name

PRESIDENT
Title

EXHIBIT A
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Michelle Basurto, Program Specialist
5770 Freeport Blvd, Suite 200
Sacramento, CA 95822
Ph: 916-433-1619 Fax: 916-433-1629
Email: mbasurto@sfd.cityofsacramento.org*

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

The CONSULTANT Representative for this Agreement is:

*Richard Brady, President
2470 El Camino Real, Suite 210
Palo Alto, CA
Ph: 650-858-0507 Fax: 650-858-0509
Email: rbrady@matrixcg.net*

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

- 2. Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)
- 3. Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
- 4. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Paragraph 1 ("Time Line for Project Completion") of Attachment 1 to Exhibit A. CONSULTANT shall commence services within 3 days of the effective date of this Agreement.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT 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 \$137,000.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT 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 CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT 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 CONSULTANT 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 CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Sacramento Fire Department
5770 Freeport Blvd, Suite 200
Sacramento, CA 95822
Attn: Michelle Basurto*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT 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 consultants to perform said Additional Services.
6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT'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.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

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

_____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 CONSULTANT for accomplishing such results. To the extent that CONSULTANT 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 CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'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 CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONSULTANT represents and warrants that CONSULTANT has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement. CONSULTANT represents and warrants that CONSULTANT 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 CONSULTANT to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation, CONSULTANT 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.** CONSULTANT 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 CONSULTANT'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. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT and CONSULTANT's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONSULTANT 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 CONSULTANT's performance of Services under this Agreement. CONSULTANT 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. CONSULTANT 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 CONSULTANT is or employs a former officer or employee of the CITY, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT 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, CONSULTANT 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 CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONSULTANT 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, photostating, 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. CONSULTANT shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONSULTANT by CITY, whether received in connection with CONSULTANT's proposal to CITY or in connection with any Services performed by CONSULTANT, 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 CONSULTANT of any request for the disclosure of such information. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of any rights regarding the information designated "trade secret" by CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONSULTANT shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California. All products of whatsoever nature that CONSULTANT 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 CONSULTANT's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONSULTANT shall assign only competent personnel to perform Services pursuant to this Agreement. CONSULTANT shall notify CITY in writing of any changes in CONSULTANT'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 CONSULTANT 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, CONSULTANT 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 CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT 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 CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONSULTANT 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 CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONSULTANT shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable 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"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONSULTANT, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONSULTANT shall, upon CITY's request, defend at CONSULTANT's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONSULTANT, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, 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 CONSULTANT 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, CONSULTANT shall maintain the insurance coverage described in this Section 11.

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

It is understood and agreed by the CONSULTANT 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 CONSULTANT in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as

ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

No automobile liability insurance shall be required if CONSULTANT 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." _____ (CONSULTANT initials)

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

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

No Workers' Compensation insurance shall be required if CONSULTANT 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." _____ (CONSULTANT initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

Professional liability insurance is required and must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement.

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 CONSULTANT, products and completed operations of CONSULTANT, and

premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

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

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

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

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT'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 CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall

be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

CONSULTANT 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, CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT'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: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement until CONSULTANT complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT 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.

**EXHIBIT E
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that

constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- 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
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- 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.

**Attachment 1
TO EXHIBIT A**

SCOPE OF SERVICES



1. TIME LINE FOR PROJECT COMPLETION

The Matrix Consulting Group will conduct this assignment over a period of five and a half (5.5) months, or 24 weeks. The exhibit, provided on the following page, shows the breakdown of each task over that period. Note that both meetings and the various deliveries of the draft report are shown on the chart. Note also that the Matrix Consulting Group can work with the City to modify the schedule as necessary to match City and Fire Department workload and schedule demands.

2. WORK PLAN FOR PROJECT DEVELOPMENT

Task 1 Initial Interviews

The first task for our project team is to develop our understanding of the key issues which have led to this assignment, including finances, operations, programs, etc. Through interviews with City staff (e.g., City Manager, Finance Director, Human Resources Director, etc.), Fire Department staff and community representatives we will gain a preliminary understanding of the range of perspectives on key background issues which will better enable us to better direct this project. These interviews will focus on the following key issues:

- Basic service delivery goals and objectives of the City and staff.
 - Identification of key problems impacting service needs to which the City of Sacramento must respond.
 - Identification of historical financial practices and future goals and concerns.
 - Detail the City's current and projected future population and economic demographics through meetings with planning and development staff in the City.
 - Work with Fire Department staff to review any risk assessment inventories already assembled. This might include the following:
-

Task / Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1. Initial Interviews	1																							
2. Employee Survey																								
3. Risk Assessment																								
4. Department Profile						2																		
5. Planning Information																								
6. Comparative Assessment																								
7. Station Location Analysis																								
8. Staffing and Operations																								
9. Support Services																								
10. Org and Management								3																
11. Final Report												4					5	6	7			8		9

Meetings / Key Points:

- 1: Kick-Off Meetings
- 2: Review Profile / Survey
- 3: Review Initial Issues
- 4: Deliver Administrative Draft
- 5: Review Draft Report With Staff
- 6: Deliver Draft Report
- 7: Review Draft Report With Staff
- 8: Deliver Final Report
- 9: Final Presentation to Council

- Statistics relating to fire loss (life and dollar value) by response area of the City over the past five to ten years.
- Statistics relating to the structures and population protected in each response area of the City. Included in this inventory would be expected to be some detailed understanding of the unique and special characteristics and higher risks in each response area of the City such as the following:
 - Population and socioeconomic characteristic of each response area in the City or other appropriate geographical division.
 - Counts and the estimated square footage of higher risk structures in each response area of the City.
 - Lists of the response and environmental impediments in each response areas, including such factors as traffic, topography, etc.
 - Any special response situations facing the City.

The project team will also review basic documents such as the following to enhance our understanding of the Department and its operations. These documents would include but not be limited to the following:

- Missions statements, goals and objectives.
- Strategic and master plans.
- Current detailed budget documents.
- Annual reports.
- Policies and standard operating procedures.
- Any contracts for service.
- EMS response protocols.

These documents serve as the foundation for our understanding of the operation of the Fire Department and key issues from the perspectives of various stakeholders. The project team will develop our final work plan for this assignment and will review a week-by-week project schedule with the City's project manager and the Fire Chief following these interviews.

Task 2 Conduct a Confidential Survey of Department Personnel

While the project team will conduct a large number of interviews (up to 30 group interviews in fire stations as well as individual interviews with staff having unique responsibilities) we also believe that it is critical to provide all members of the Fire Department staff with an opportunity to provide feedback on current operations and management of the Department. In addition, the survey will be used to ascertain employee attitudes regarding future service delivery alternatives. This questionnaire would document the following:

- Attitudes toward organization and management which impact job satisfaction such as leadership, performance evaluation and internal communications.
- Attitudes toward the level and quality of services provided by the Department and implications regarding resource deployment and scheduling.
- Attitudes towards current goals and missions as well as the need to focus on futures demands for service.
- Attitudes regarding the delivery of emergency medical services in the City.
- Attitudes toward the adequacy of equipment and related resources available to employees to accomplish their jobs and deliver services to citizens in the City.
- Attitudes toward training and other Department support functions and systems.

The survey will be returned directly to our offices using pre-stamped envelopes. All individual responses will be kept strictly confidential. A summary of the results will be developed and shared with staff and the steering committee. The final results will be included within the final report.

Task 3 Develop an Understanding of Key Hazards and Service Level Goals

The focus of this task will be to develop an understanding of the range of hazards found within the Fire Department's area of responsibility. In addition, the project team will focus on understanding the stated mission, goals, performance standards and other guides utilized by the City and Fire Department to plan and assess performance. Specific steps to be taken in this task will include the following:

- Review documentation of performance goals, policies and objectives.
 - Review documentation and plans relating to hazard identification and planning by the Fire Department. These may include the following:
 - Emergency preparedness documents.
 - Target hazard identifications.
 - Major incident and selected other pre-plans.
-

- Fire flow plans and calculations.
- The project team will also tour the City with Fire Department representatives to get a direct view of the variety of service level and hazard requirements faced citywide.
- The Matrix Consulting Group will meet with members of the operations division to understand their view of major hazards, challenges and service demands in their areas of responsibility.
- Review of land-use and planning documents and maps.

The Matrix Consulting Group will develop a detailed inventory and assessment of the hazards and service demands facing the Fire Department.

Task 4 Develop a Comprehensive Inventory of Current Fire Department Operations, Personnel and Key Management Systems.

To provide a basis for subsequent analysis, the project team will develop a detailed understanding of all aspects of the current organization and operations of the Sacramento Fire Department. The principal focus of this informational foundation would be the functions included within the scope of this study. The paragraphs, which follow, identify the nature and type of data we will collect in developing this initial detailed inventory.

- **Document the overall departmental plan of organization and staffing.** Through interviews with the Fire Chief, command and support staff, and review of available organization charts, shift schedules, and other relevant documents, we will develop a detailed understanding of the current plan of organization and staffing to include:
 - Organization structure.
 - Number and type of staff assigned to each engine and truck company.
 - Approaches to scheduling.
 - Current staffing philosophies and review of approaches to minimum staffing by station, unit and shift.
 - Basic job responsibilities and work time allocations of all administrative and command staff and other administrative and support personnel.
 - Basic lines of responsibility and authority running through the organization.
 - **Document key management documents and policies.** The project team will work with the Fire Department to develop a summary of key management documents, including:
 - Employee contracts or memoranda of understanding.
-

- Policies and procedures manuals.
 - Dispatch policies and protocols for each major call type.
 - Mutual aid and automatic aid agreements.
 - **Document key personnel management information.** The project team will work with the Fire Department to document key personnel information, including:
 - Salaries and wages by classification.
 - Benefit descriptions and costs.
 - Turnover and longevity by classification.
 - Use of leave.
 - Overtime by person by major category (and by reason).
 - **Develop a detailed understanding of the current fire suppression network.** Through interviews and review of key operating and response policy documents, the project team will develop a detailed understanding of the existing fire suppression network and service structure to include the following:
 - Location and related response area for each station.
 - Age, basic characteristics, and any capital improvement needs associated with each of the stations in the existing network.
 - Any plans to adjust the deployment of staff resources or stations.
 - Assignment of staff and apparatus to each station.
 - Basic response policies to each type of call received by the Fire Rescue Department. This would include the number and type of apparatus dispatched by call type; staff resources dispatched by call type; and involvement in emergency medical responses.
 - Response characteristics and deployment of staff resources to provide emergency medical services in the City.
 - Current resources and approaches employed to handle fire dispatch and communications.
 - Review of the most recent ISO rating, together with developing an understanding of deficiency points assessed.
-

- **Thoroughly document the City's and the Department's approach to fire prevention and code enforcement related services.** Through interview with Fire Department staff, analysis of existing codes and ordinances, and discussions with planning and building representatives of the City, we will focus on understanding all aspects of the Department's current approach to fire prevention related services. This would include:
 - Developing a detailed understanding of the organization and responsibilities of the Department's fire prevention services to include staff time allocations and assigned responsibilities involving inspections, plan checking, public education, and other fire prevention related activities, as well as responsibilities for fire investigation.
 - Current philosophies and contents of codes and ordinances related to "building in" fire protection in the City to moderate future demands for fire suppression resources.
 - Role of fire suppression personnel in the Department's overall fire prevention program to include company inspection policies and inspection frequencies, and other relevant activities in the fire prevention areas accomplished by fire suppression personnel.
 - Assess the integration of fire prevention and other programming into the City's overall risk management program.
 - Understanding how fire investigations are handled in the City.
 - **Document characteristics of current departmental hazardous materials control and response capabilities** including any issues related to how City and regional activities are coordinated with the Fire Department (e.g., permitting and regional response capabilities); and how the Department's initial response units are utilized, trained and supported; how the response and planning functions are regionalized and supported by the SFD.
 - **Document the nature and scope of internal training programs and philosophies as well as the Department's personnel management systems to include:**
 - Basic assignment of training responsibilities to include training personnel as well as unit officers.
 - Departmental training philosophy.
 - Training facilities available to support departmental operations and the academy.
 - Approaches currently employed to evaluate individual staff member and company proficiency as part of the overall training program.
 - Approaches utilized to attract, recruit and retain employees in the Fire Rescue Department.
 - Personnel management systems relating to performance appraisals, records, promotions, grievance processing, etc.
-

- **Documenting the Department's approach to emergency communications.** This will include documenting interface with other public safety agencies in the City, and the technology supporting dispatching and emergency communications.
- **Develop a detailed inventory of departmental apparatus and thoroughly document existing approaches and philosophies related to apparatus replacement.** In completing this sub-task, the project team will develop a detailed inventory of existing apparatus; thoroughly document existing departmental and City approaches to replacing fire apparatus to include financing approaches, timing, and other relevant information; and document vehicle replacement/purchase needs over the next ten years to include vehicle type, timing, anticipated cost and, as noted above, current financing provisions. This sub-task would also focus on apparatus and equipment maintenance and repair.
- **Document how the Department is managed.** The project team will develop a comparable inventory of the management, administrative and internal communications systems utilized in the Fire Department. This information will provide a base upon which to assess issues associated with:
 - Departmental goals and objectives and mission.
 - How the Department measures accomplishments in meeting established goals.
 - How the Department plans and schedules work assigned to fire crews.
 - How formal and informal communications are accomplished in the Department.
 - The roles of all management and supervisory personnel (i.e., chief officers and shift officers).
 - Personnel management systems including hiring standards, promotional processes, performance appraisal systems, grievance handling procedures, etc.

To provide a basis for analysis of the efficiency and effectiveness of current fire suppression, EMS and support operations, it is necessary to develop a detailed understanding of both service levels and demand for service currently experienced by the Department. We will document workload and service levels from several perspectives as follows:

- On a City-wide and station-by-station basis, develop indicators of call and unit response volume by major call type over the last five years. Once collected, these data will be analyzed to assess the extent to which various types of demand for service are changing in Sacramento.
 - Develop a detailed understanding of the response requirements and plan of the Sacramento Fire Department including the number of units dispatched by type of call, how units cover each other when multiple units are required and the deployment and use of staff in support of ambulances.
 - Through analysis of dispatch records, incident reports, and other appropriate documents, develop
-

a detailed profile of calls handled by the Department to include:

- Response times for all calls, by type of call and priority.
 - Amount of clock and staff time required to handle each call type and including the various elements of handling time:
 - "Reflex" time.
 - Travel time.
 - Set-up time.
 - Total on-scene time to the point at which the arriving unit(s) are cleared and available for another call.
 - The dispatch "queue" time associated with handling a call by the dispatch center.
 - The number of units dispatched by type of call.
 - The incidence of automatic and mutual aid in responses.
 - How runs are distributed, by unit, by time of day and day of week.
 - The call for service information would also be utilized in the analysis of dispatch staffing and operations.
 - The project team would also document the workloads of other functions included in the scope of this study, including:
 - Inspections.
 - Plan checks.
 - Fire investigations.
 - Public education programs.
 - Training (academy and in service).
 - Recruitment activities.
 - The project team would also document the workloads and service levels of other departmental support functions, including:
-

- Apparatus maintenance.
- Hazardous materials management.
- Supply.
- Finance, human resources support, public information and other elements of administration.

The product of this task will be a detailed statistical and narrative profile which documents current services, organization, staffing and workload. The focus of this report would not only be descriptive – the analysis must also compare performance with service objectives and targets. This report will be reviewed with Fire Department staff and the project steering committee.

Task 5 Document Planning Assumptions for Future Growth and Development in Sacramento and Neighboring Areas.

In addition to documenting the current operating environment, the project team must also document key information about the future in the City. This will include:

- Development plans for the City.
- Growth and housing construction assumptions for the City.
- Commercial construction assumptions for the City.
- Major projects and land use changes for the City.
- Document major response impediments, major road network changes, etc.

The project team will develop a summary of these data and will review them with City staff (including Planning), Fire / EMS Department staff and the project committee. These projections will be utilized to develop a forecast of future workload demand for a variety of services provided by the SFD. These forecasts will also be reviewed with staff from the Fire Department and the City.

Task 6 Conduct a Comparative Assessment of the Sacramento Fire Department.

The use of "benchmarking" and/or "best management practices" analysis is topical in the analysis of public and private sector agencies today. The content and characteristics of its use, however, can mean many things depending on the study team and the needs of the organization. Benchmarking has meant in many studies nothing more than general comparative analysis; in other studies it has represented a comparison to general standards of efficiency and effectiveness. The use of these techniques is to assist in the development of issues, not an end analysis through comparison.

In this study, we will utilize both approaches to shed light on operating and programmatic issues in the functions being studied in the Sacramento Fire Department. As a result, we will accomplish the

following:

- The project team would develop a detailed list of "best management practices" for use in a "diagnostic assessment" of each service function in the Fire Rescue Department. This diagnostic assessment would be developed to identify those areas in which the organization was meeting targeted service delivery objectives or standards of service efficiency or effectiveness. These 'standards' represent the project team's experience working with fire agencies over the past 20+ years.
 - The project team would use the data collection activities conducted in previous tasks to assess the degree to which services or service levels conformed to the benchmark.
 - Each service area diagnostic element would consist of the following:
 - A definition of the service level, efficiency or deployment target selected for each functional service area.
 - A description of the current performance of staff in the Fire Department in providing each service.
 - Identification of those areas in which the current delivery approach, practice or service level met or exceeded the target(s) selected and require no further study.
 - Identification of those areas in which service levels, approaches or practices represented potential improvement opportunities.
 - A description of the next step(s) which the project team should take to further evaluate the identified issues.
 - The project team will develop a 'benchmark' survey to compare and contrast the programs, services, staffing levels and organizational structure of the Sacramento Fire Department. The project team will, in consultation with the City, select other cities in the sunbelt with populations of around 450,000 (e.g., Fresno, Albuquerque, Long Beach, Tucson, Virginia Beach, Atlanta and Mesa). The project team regularly conducts benchmarking studies of this type. As a result of this experience, we have a database of information to update in this task. As with the best practices analysis this survey would be designed to focus on:
 - A comparative range of services, service levels, costs and operating practices.
 - Quantification of performance or service levels and workloads (including, for example, response or reflex time targets, apparatus staffing, types and levels of service provided, use of alternatives types of employees).
 - Identification of areas in which the Department exceeds the comparative average.
 - Identification of areas in which the Department falls below the comparative average.
-

We believe that these approaches should be conducted side-by-side because comparison alone does little to identify the 'right' answer or the 'best' approach for the client agency.

An interim report would be reviewed with the Fire Department and the project review committee in major progress meetings. These results will lead to a critical point – it would identify areas in which little additional analysis is required and it would identify those areas requiring significant additional analysis. These steps will also provide the City and the Department with assistance in establishing performance standards for fire and emergency medical service delivery.

Task 7 Evaluate Current Station Deployments and Alternatives.

The Matrix Consulting Group has developed an advanced analytical methodology for the analysis of fire station locations. This analytical approach will be based on the following activities:

- Utilization of state-of-the-art ArcGIS software. The ArcGIS software includes ArcMap 9.0, Network Analyst, Spatial Analyst and specialized sub-routines that support the analysis of facility locations.
- Utilization of a complete road network of the City including planned annexation and development areas. Matrix Consulting Group personnel will work with the City's staff to develop our sources of data.
- Use of the most detailed call for service information available from the Fire / EMS Department. These data will be abstracted from the Department's dispatch and records management systems. The Matrix Consulting Group will use multiple years of call and dispatch data in order to reduce the impact of seasonal or annual outliers.
- Generating every unique grouping of fire stations based on identified station location options. Our methodology enables the team to check multiple proposed locations and combination of locations to ensure that we provide an optimized deployment plan for the City.
- The model is used to calculate the fastest possible response time from each of alternative location to each unique call address. This analysis generates a database of expected travel times from each location to each unique address. Once that data is developed, the project team "weights" the run information by incorporating information about the frequency with which each address receives a response. This is crucial for dealing with multiple response addresses (assisted living facilities, medical practices, group homes, etc.).
- After the travel time data is compiled various alternatives can then be tested to determine which may be the "optimal" solution for the City.

Utilization of the technologies and approaches described above will enable the Matrix Consulting Group to calculate a large range of response information about the current system and various alternatives. The response performance information will include the following:

- Predicted average response time
 - "Fractile" response times (i.e., proportion of area or calls covered at various travel time intervals).
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- Initial unit on scene as well as the first response to major events.
- Assessment of the impact of various unit deployment and staffing decision on the operational and financial implications of the system.

The project team would also review current projections related to fire station placement and demand. The project team will present alternatives for consideration and will be reviewed with the project steering committee.

Task 8 Evaluate Fire Department Staffing Levels and Staff Utilization Issues.

This task is focused on evaluating the programs, staffing and deployment of personnel associated with service delivery by the Fire Department. This will focus on the following types of issues:

- Evaluate targeted staffing levels in the Fire Department and the number of positions authorized to meet these levels.
- Is leave effectively managed to minimize the use of overtime?
- Are suppression / EMS personnel highly utilized? Are there, for example, opportunities to increase their utilization in the areas of:
 - Engine company inspections and/or pre-fire plans?
 - Hydrant maintenance?
 - Public education?
- Does the Fire Department effectively track and manage key personnel indicators such as use of sick leave, workers compensation claims, etc.?
- Does the Department track and manage using key service performance indicators? Are shift commanders and company officers held to account for their performance against those goals?
- Are these issues with the utilization and results of special assignments.
- Are there FLSA issues and other scheduling factors.
- What will be the demands for additional staffing in the five-year and 10-year planning periods?

The project team will analyze these and other issues for inclusion in the final report. Initial issues will be reviewed with the Fire Department and the project steering committee before the analysis is completed for inclusion in the final report. This task will focus both on issues related to the current service delivery environment as well as on the 5-year and 10-year planning periods for the master plan.

Task 9 Evaluate Fire Prevention, Training and Other Programs and Services Supporting Fire and Emergency Services in the Sacramento Fire Department.

The purpose of this task is to evaluate and analyze those key programs which complement and enhance the fire suppression and emergency services programs analyzed in the preceding tasks of the project. The project team would assess the following programs and activities in this task through interview, data collection to substantiate workloads and review of policies and practices:

- **Evaluate fire prevention and code enforcement policies and programs.** Fire prevention-related codes and ordinances and fire prevention activities of the Department can have a major impact on resource requirements. The purposes of this portion of the task are to thoroughly evaluate existing fire prevention policies, plans and operations, and to identify improvement opportunities. Basic steps required to complete this task include the following:
 - Evaluate the current policies, codes and ordinances related to fire prevention in Sacramento and assess their impact on both current and projected future Fire Department operations. Complete a review of current codes and ordinances related to building and development and assess their impact on current and longer-range Fire Department operations. This would include, but not be limited to, existing philosophies and practices related to requiring sprinklering systems in various types of buildings; requirements for retrofitting existing structures; requiring other types of built-in protection; levying development fees to mitigate fire protection costs related to major developments; consideration of levying fees for non-educational services provided by the bureau (inspections, plan reviews, etc.) and others.
 - The second major component of this task will involve evaluation of the operations, capabilities and productivity of fire prevention-related activities of both fire prevention staff and the field fire suppression operation. Focuses of this analysis would include the following:
 - Conduct an in-depth review of fire prevention activities to include organization, staffing, staff utilization, scheduling and inspection frequency performance monitoring, and public information programs. Perform a detailed analysis of division workloads in terms of plan checks, inspections, and other activities.
 - Evaluate key links between central fire prevention and other City development activities such as planning, building, and the like. Identify areas where links and coordination could be improved to upgrade overall fire prevention impact on a Citywide basis.
 - Evaluate field operations services in the fire prevention area. This would involve drawing on the results of our previous analysis of field service workload and analysis of fire prevention division programs and services to answer such questions as the following: (1) Are field unit company inspection activities consistent with an effective fire prevention program? (2) Are field service and company inspection activities properly coordinated with central fire prevention division programs and services? (3) Are there opportunities to enhance the effectiveness of fire prevention programs by transferring selected inspection responsibilities from fire prevention staff to the

field unit level? What would be the impact of transfer on both staffing patterns and staff utilization at both the fire prevention unit and field unit levels? (4) What additional programs are needed to fill program gaps?

- Identify revenue enhancement options which have potential related to fire prevention programs and services. Include cost-recovery performance associated with existing fees and the potential to establish additional fees to support recommended programs and program enhancements.
 - **Evaluate hazardous materials management programs**, including alternative level responses, capabilities and equipment / apparatus, as well as planning issues, program management and coordination with other agencies. This will include an assessment of the City's participation in regional service delivery.
 - **Evaluate Emergency Planning** issues and opportunities for the Fire Rescue Department. This will include an assessment of the Department's ability to provide services under the City's emergency preparedness plans, and to assess the Department's current efforts and capacity for seeking available grants from federal and state providers. This will include an assessment of current emergency plans, their comprehensiveness, coverage of weather, emergency, hazardous materials, nuclear plant and other foreseeable events.
 - **Evaluate training, and staff development systems and practices.** The project team will assess the positive features and improvement opportunities which may exist in recruitment, training and other related personnel management programs within the Fire Department.
 - Identify and evaluate training provided to enhance management and supervision in the Fire Department.
 - In conducting these evaluations, we will interview training and personnel-related staff; document the processes used to advertise, screen and test candidates for positions at various levels.
 - Identify opportunities to increase the diversity in the Department's overall workforce.
 - Document how training needs are assessed and in-service training provided at the field unit level.
 - Compare current recruitment, training and career development efforts with the best practices found in other progressive fire protection organizations.
 - Are training facilities consistent with departmental needs?
 - What is the utilization of departmental training staff?
 - Are training services provided consistent with the needs of field operating units and the conditions in the City as identified earlier in this study? The project team would
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perform a detailed analysis of the actual training received by staff in the Department.

- Do opportunities exist to better utilize training costs?
- Do existing training programs focus on employee development as well as development and maintenance of basic fire protection tactical skills?
- Are there opportunities to enhance skills training through increased joint action with neighboring jurisdictions?
- Are there revenue or other improvement opportunities available by leveraging the existing training facilities?

- **Assess Personnel Systems** by evaluating the following issues:

- Are recruitment and staff development strategies and activities based on a review of needs for the Fire Department including personnel needs to accommodate turnover and operations expansion? How proactive are staff in attracting the most highly qualified candidates to the Department?
 - Are there issues associated with the Department's promotional systems in terms of consistency, fairness, and the identification and preparation of highly skilled and motivated employees through training opportunities?
 - How is overtime managed in the Department? Are there opportunities to reduce the expenditure of overtime dollars?
 - Are there any FLSA issues?
 - How are firefighter and other employee health and safety issues addressed? Does the Department conform to Federal and State OSHA requirements? Is 'wellness' promoted in the Department? How is experience factored into changes to these programs?
 - Availability of critical incident stress debriefing.
 - Approaches used for emergency incident rehabilitation.
 - General physical fitness programs in the Department.
 - Utilization of performance evaluations for staff.
 - Approaches used to control and minimize absenteeism from the SFD.
 - Methods used to maintain positive employee relations.
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- Training and application of infection control and blood-borne-pathogen control methods.
- **Evaluate financial and operational support to the Fire Department.** The project team would also evaluate other operational support functions in the Department, including public information, billing and other financial services, disaster management, etc. This will include the current status of records keeping functions, the quality of records and information kept and reported, etc.
- **Evaluate fleet maintenance and apparatus replacement plans for the Fire Department.** The project team will focus on evaluating the cost-effectiveness of the current approach to maintenance of fire apparatus. In addition, the project team will assess current fire apparatus replacement planning – specifically as it relates to the current Capital Improvement Plan. In the previous Tasks focused on assessment of operations the project team will assess the proper mix of response apparatus given the variety of missions faced by the Department.

The product of this work task would be a detailed review of current approaches, staff utilization, programs and coordination approaches relating to each of the support and program areas listed above. Current practices and performance levels would be described in each service area, issues identified and alternatives assessed. The costs and cost savings associated with each alternative would be identified and described in detail. Steps needed to implement each recommendation would be provided. This task will focus both on issues related to the current service delivery environment as well as on the 5-year and 10-year planning periods for the master plan.

Task 10 Assess the Organizational Structure of the Department and Its Management Systems.

In this work task, the project team will evaluate the Sacramento Fire Department's current plan of management organization and staffing. The analysis will focus heavily on the roles, responsibilities, and workload demands of all administrative and command personnel within the Department. Evaluation will take into account operations and the capability of the organization to respond to those requirements. In conducting this organization and management analysis, a variety of issues will be addressed including:

- Are current spans of management control too broad or too limited?
 - Does adequate coordination and/or cooperation occur among the Department's various administrative support and field operating units?
 - Are the Department's missions, goals, and values known in the organization?
 - Are lines of authority and responsibility clear to all?
 - Do program gaps exist within the Department which require organizational attention (e.g., planning and research, career development programs, etc.)?
 - How is long range planning accomplished in the Department?
 - How does the organization and its command officer staffing pattern compare with other
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comparably-sized organizations?

- Do opportunities exist to utilize civilian personnel in functions now occupied by uniformed officers?

Strengths of the existing organizational structure, as well as possible improvement opportunities, will be identified. The costs and benefits of any changes in the organization, management and supervisory staffing patterns also will be documented.

The management systems and processes used to plan and control fire and emergency medical service operations will be evaluated. The methodologies utilized for conducting these evaluations will be interviews, review of policy and procedure manuals, and assessment of management reporting systems. The management processes which will receive particular attention by the study would include: goal-setting and monitoring; budget preparation and fiscal control; long-range program planning; and other command and control systems utilized by the SFD. Analytical attention will be focused on such major management system issues as the following:

- Are vertical or horizontal communications within the Department adequate?
 - How does the SFD plan, schedule and control the work to be done in each of its organizational units?
 - Is the SFD well prepared to identify future demands for service and changing service environments? What additional resources, training, etc. might be required?
 - Does each major organizational unit have accurate and timely measures of the performance of that unit?
 - How are goals, objectives and service level targets developed?
 - Do the City Manager / Mayor / Council receive the information that they need to provide an on-going assessment of the performance of the SFD?
 - How does the Department prioritize community relations, make staff accountable for achieving high levels of community service and interaction?
 - Are there issues associated with the way in which the Fire Department interacts with other City and regional departments. For example, are services coordinated with Police? Are human resources policies and procedures followed?
 - Evaluate operations management, including incident command and large scale emergency preparedness. Has incident command been fully integrated into the Department's approach to responding to emergencies? Have other City departments been trained and integrated into this management approach?
 - Utilization of incident command, including adaptation of the national incident management system (NIMS).
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- Utilization of post-incident critiques to learn from incidents, to identify training needs, to assess performance, etc.
- Overall use of quality assurance and quality control techniques to assess performance and to address opportunities for improvement.

When the above analyses are completed, positive features of existing management systems and processes will be documented as well as improvement opportunities which may exist.

In this work task, the project team will also evaluate the policies and procedures used by the SFD to support and manage achievement of its various objectives. Members of the project team will review, in detail, each policy/procedure manual to address and resolve the following questions:

- Are policy and procedure manuals/documents complete? Do major gaps exist relating to operations?
- Are the manuals and documents updated frequently enough to reflect legal, departmental and community changes? What is the process for updating these manuals and documents?
- How are the contents of these manuals and documents and their revisions communicated throughout the Fire Department?
- Through policies and procedures as well as through personnel systems, how is liability controlled?
- How do these documents conform to and incorporate State and national standards.
- Most importantly, are major policies and procedures followed based on our review of operations and services conducted in previous work tasks?

These issues will be addressed in a progress report which would be reviewed with staff and the project steering committee. Suggested revisions to policies and procedures and methods to update these documents in the future will be provided. The results of the analysis completed in other tasks of this project will be drawn upon to raise and resolve these issues. This task will focus both on issues related to the current service delivery environment as well as on the 5-year and 10-year planning periods for the master plan.

Task 11 Develop a Final Report Which Identifies and Analyzes Key Findings and Recommendations

The next task in the process is the development of the final report. The project team will approach this with the following steps:

- The analyses, described above, form various elements of the draft report. The key issues will have already been reviewed with the staff and project steering committees prior to the development of the draft report.
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- All analyses will provide fiscal and operational impact estimates. All recommendations will be prioritized with cost estimates.
- A detailed set of recommendations for each alternative examined; specific work steps required to implement each recommendation; recommended timing for implementation; recommended responsibility for implementation; and any costs or savings.
- A detailed capital improvement plan addressing any recommendations regarding changes / additions to fire station locations, if this analysis is included in the scope of work.
- Specific proposals for revenue enhancements, as appropriate.

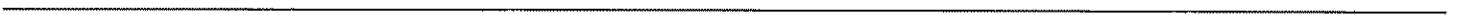
The project team will utilize the multi-phased review process suggested by the City in the Request for Proposals. Specifically, we commit to the following approach:

- **Administrative Draft Master Plan.** This will be provided to the steering committee and will include five hard copies and an electronic version in Microsoft Word.
- **Draft Master Plan.** This will be provided to the steering committee and distributed more broadly. This will include 20 copies of the document and a version in Microsoft Word for comments.
- **Final Master Plan.** This will be distributed to the City with 30 professionally bound copies. In addition, one (1) camera ready un-bound hard copy will be provided. Finally, a version in both PDF and Microsoft Word will be provided.

Following the completion of the review process, the Matrix Consulting Group will be prepared to make a final presentation to the Sacramento City Council.

**Attachment 1
TO EXHIBIT B**

BILLABLE RATES



BUDGET

The Matrix Consulting Group will develop a Fire Department Master Plan for a total price of **\$137,000**. This includes all professional fees and all reimbursable expenses. Consultant will invoice for time and expenses incurred up to the contract amount. A detailed breakdown follows.

Project Budget Sacramento Fire Department Master Plan

Task / Staff	Brady	Miller	Carlson	Gay	Bravo	Goelitz	Leigh	Total
1. Initial Interviews	16	0	8	0	0	0	0	24
2. Employee Survey	8	0	0	0	24	0	0	32
3. Risk Assessment	8	8	24	0	16	0	0	56
4. Department Profile	16	32	16	32	32	8	16	152
5. Planning Information	8	8	0	0	16	0	16	48
6. Comparative Assessment	8	0	0	8	24	0	0	40
7. Station Location Analysis	8	8	8	0	32	0	0	56
8. Staffing and Operations	16	24	16	16	0	0	0	72
9. Support Services	8	0	0	0	0	24	24	56
10. Org and Management	8	16	24	0	0	0	0	48
11. Final Report	16	24	24	24	16	8	24	136
Sub-Total Hours	120	120	120	80	160	40	80	720
Billing Rate / Hour	\$220	\$210	\$165	\$175	\$135	\$210	\$150	
Sub-Total Fees	\$26,400	\$25,200	\$19,800	\$14,000	\$21,600	\$8,400	\$12,000	\$127,400

Sub-Total Fees	\$127,400
Sub-Total Travel Cost	\$9,600
Total Project Cost	\$137,000

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID BN RICHA10	DATE (MM/DD/YYYY) 07/11/06
PRODUCER Suhr Risk Services- Burlingame Burlingame Branch 1338 Bayshore Highway Burlingame CA 94010 Phone: 650-342-9535 Fax: 650-343-5941		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Matrix Consulting Group LTD 2470 El Camino, Suite 210 Palo Alto CA 94306		INSURER A The Hartford	29424
		INSURER B Landmark American Insurance	
		INSURER C	
		INSURER D	
		INSURER E	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	57SBAAT1347	08/08/05	08/08/06	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL ACCRECAT E \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A		AUTOMOBILE LIABILITY	57SBAAT1347	08/08/05	08/08/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY EA ACC AGG	\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECKS3096	03/12/06	03/12/07	<input checked="" type="checkbox"/> WVC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000	
		OTHER					
B		Professional Liability	LHR802192	08/08/05	08/08/06	Liability	\$1,000,000
						Ded	\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Sacramento, its officers, agents, employees and volunteers are named as an Additional Insured per company form SS04490593 attached.
 *10 day cancellation notice for non-payment of premium.

CERTIFICATE HOLDER <p style="text-align: center;">CITYSAC</p> City of Sacramento 915 "I" Street Sacramento, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 57SBAAT1347

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following.

BUSINESS LIABILITY COVERAGE FORM

C. Who is an insured in the BUSINESS LIABILITY COVERAGE FORM is amended to include as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of the operations of the named insured.

For losses covered under the BUSINESS LIABILITY COVERAGE of this policy this insurance is primary to other valid and collectible insurance which is available to the person or organization shown in the Declaration as an Additional Insured.

Designated Person or Organization

City of Sacramento, its officers, agents, employees and volunteers.