

PROJECT NAME: Organization Development Services for IT Service Delivery Redesign
DEPARTMENT: Information Technology
DIVISION: Administration

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

*Global Visions
5300 Old Moss Lane
Granite Bay, CA 95746
Phone (916) 652-2023 Fax (916) 652-2028*

("CONTRACTOR"), who agree as follows:

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

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3 54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3 54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

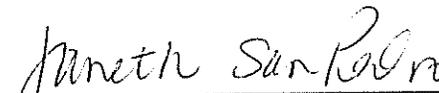
By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

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

CONTRACTOR:

Global Visions
NAME OF FIRM

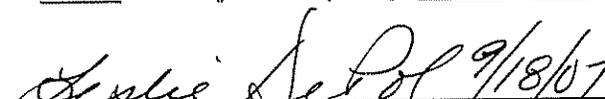
567437982
Federal I.D. No.

State I.D. No.

104742
City of Sacramento Business Op. Tax Cert. No

TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

Leslie DePol - Co-Founder
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Leslie DePol

Address: 5300 Old Moss Lane Granite Bay CA 95630

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

- 1 Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
- 2 As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3 54 of the Sacramento City Code (the "Ordinance").
- 3 Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a Bereavement Leave
 - b Disability, life, and other types of insurance
 - c Family medical leave
 - d Health benefits
 - e Membership or membership discounts
 - f Moving expenses
 - g Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
 - b If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit
 - c If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status
 - e If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City") Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable

- f Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City
- g Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s)
- h Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City

- 5 Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance
- 6 Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7 Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8 Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

Leslie DePol
Signature of Authorized Representative

9/18/07
Date

Leslie DePol
Print Name

Co-Founder
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*James M. Boyle
1000 I Street Suite 170
Sacramento CA 95814
Phone (916) 808-5005*

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

The CONTRACTOR Representative for this Agreement is:

*Leslie DePol, Consultant
Global Visions
5300 Old Moss Lane
Granite Bay, CA 95746
Phone (916) 652-2023 Fax (916) 652-2028*

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

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

3. **Conflict of Interest Requirements.**

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

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

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

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

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

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

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

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

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

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** The services described herein shall be provided in accordance with the schedule set forth in the scope of services.

Attachment 1 to Exhibit A

**Global Visions Statement of Work:
Organizational Development Services
For IT Service Delivery Redesign**

**For the City of Sacramento
Information Technology Department**

1.0 Overview

1.1 IT Service Delivery Redesign Project Goals:

- Establish a Roadmap for continuous improvement in IT Service Delivery citywide
- Establish clear definitions of roles and responsibilities of all stakeholders
- Link IT Service Delivery to the City's vision and guiding principles.
- Establish a citywide process for IT project evaluation and coordination through the Project Advisory Committee (PAC)
- Present the plan for IT Service Delivery improvements to Executive Management for approval

1.2 General

Below are task areas we anticipate the PAC will need to work on in their effort to redesign the IT Service Delivery System over an estimated year-long timeframe. While there are certainly dependencies & sequencing of work involved in this effort, all the tasks below must also be worked on simultaneously, as progress in each task area will further and inform the work in all the other areas. As the PAC "gets smarter about the IT Service Delivery system" in their work in all of the task areas, they will continuously loop back through the various tasks, applying their new knowledge and course correcting along the way.

We have included a number of questions we expect the PAC to address as they tackle the work in each Task Area. These are by no means all of the questions they will be working on, but merely a sampling which we have provided to clarify how questions such as these will be used to guide the PAC through their redesign work. It is also true that some questions that need to be addressed in this effort may be the work of other teams/groups/experts/decision-making bodies. We expect the PAC to identify these, track progress on this work, and integrate it into their overall redesign effort.

We have allocated a range of consulting days to each Task Area which reflects a minimum amount of service we expect to provide as well as a maximum level of effort – depending on what we learn as we progress through the work in all of the Areas. We anticipate that as the work of the PAC unfolds over the year, it may become necessary to reallocate days to other Tasks, as appropriate. Like the PAC, we will get smarter about what level of consulting support is needed as we progress through the work.

Prior to beginning each major task, Global Visions will hold a planning session with the CIO and the Manager, IT Project Management Office. In the planning session, Global Vision's proposed approach will be presented (e.g., interviews, workshops, associated schedule and activity time duration, etc), with enough detail so that the City can schedule City staffing and facilities. The City and Global Visions will agree to the approach to be taken (interviews, workshops, etc) of each major task prior to starting that major task.

1.3 Timeframe and Deliverables

The estimated timeline is approximately one year, and shall begin approximately two weeks after the contract is signed. Since many executive leaders within the city are involved, it is understood that scheduling issues are anticipated due to availability of the City's senior leaders. It is also understood that the scope and nature of the deliverables could evolve as the project progresses, as directed by the city's Project Advisory Committee (PAC). The deliverables, level of effort for each deliverable, and timeline may be updated if mutually agreed to by the City and Global Visions as the project progresses.

2.0 Major Task Descriptions

2.1 Task 1: Review, Comment, Update and Obtain Acceptance of PAC Charter to Submit to Executive Team for Approval

2.1.1 *Subtasks* Some of the subtasks involved in the scoping of the redesign effort include, but are not limited to;

- Understand the vision for the City and how the Redesign supports it
- Understand the history that has led to this redesign effort and the chartering of the PAC
- Review draft charter with the PAC, obtain feedback from the PAC, facilitate any needed charter changes, facilitate PAC member approval of the charter, so that it is ready to present to the Executive Team for approval
- Orient team on high level roles and responsibilities (analyst and consultant hats)
- Introduce redesign principles (technical, social, economic)
- Establish norms for the PAC
- Develop approach and work plan
- Develop timeframe and milestones

2.1.2 *Deliverables* The deliverables in the scoping of the redesign effort include, but are not limited to;

- Updated PAC Charter

2.2 Task 2: Develop IT Service Delivery Redesign Project Roles & Responsibilities (Global Visions and City)

2.2.1 *Subtasks* Some of the subtasks involved in the goal setting work include, but are not limited to:

- Determine the City & Global Visions responsibilities, decisions, leadership role in this redesign effort, and leadership role related to the IT Service Delivery System going forward
- Develop ways to coordinate and integrate all work being done on the redesign
- Identify any gaps (work that should be done that's not assigned)

2.2.2 *Deliverables* The deliverables in setting the goals of the redesign effort include, but are not limited to:

- IT Service Delivery Redesign Project Roles and Responsibilities

2.3 Task 3: Analyze Current IT Service Delivery System: Issues and Opportunities

2.3.1 *Predecessor*. Unless waived by the City's Chief Information Officer, the Oracle Insight Program shall have its Phase One analysis completed prior to the start of this task

2.3.2 *Subtasks*. Some of the subtasks involved in the analysis work include, but are not limited to.

- Define the boundaries of the IT Service Delivery System Describe the:
 - Key processes included/excluded
 - Functions included/excluded
 - Groups included/excluded/new group(s) that need to be created
 - Decisions included/excluded
 - Chronological and/or iterative work flows identified
- Conduct interviews to get a comprehensive summary of issues (both technical and organization) from both a Central IT and Department perspective
- Review Oracle's Insight Program Results for Technical Barriers
- Determine what the IT Service Delivery System must be able to do in the future that it cannot do today. (e.g provide an infrastructure that can efficiently support enterprise applications, decrease the time for delivering products and services to their Department customers, innovate quickly, better utilization of infrastructure (fiber, wireless, voice, etc), deliver higher quality products/services to customers, better control costs, etc)
- Describe the starting point, challenges, issues, and opportunities facing the past, present & future of the IT Delivery System

*Questions to consider:

- 1 Determine:

- What decisions must be made
 - When they must be made; sequence, timing
 - Who needs to participate in making these decisions, viewpoints that need to be represented
 - 2. Which deliberations are most crucial? Consider these criteria:
 - Impact on technical success or business performance, now and in the future
 - Effect on ability to be responsive to the requirements of customers
 - Impact on human motivation, commitment, satisfaction
 - Strongest differences of opinion exist
 - Largest number of people are involved
 - Poorly handled at present
 - 3. Are any critical topics not subject to deliberations today?
- Identify recurrent errors in deliberations and their causes
- *Questions to consider:
1. To create a quality outcome and to develop a high level of commitment: Are the appropriate people involved? Who else should be included? Who should be excluded? Are all necessary roles/represented? Who are the key stakeholders? Are people involved at the appropriate time?
 2. What information is truly "critical" – makes a difference between success and failure? Who provides it? Any technical problems?
 3. Are all necessary positions/viewpoints represented in each deliberation? Is any information missing? Delayed? Lost? Misunderstood?
 4. Who has decision making authority for infrastructure design?
 5. Do participants understand/accept their interdependence and the necessity for tradeoffs? Are the necessary tradeoffs made? Who supports whom? Who is the "loyal opposition"? Are people able to challenge the positions of others?
 6. Is an overall infrastructure design and utilization approach taken that has an enterprise perspective, not just the perspective of any one project?
 7. Do some groups over commit others?
 8. Are deliberations held at the correct systems level?
 9. Do participants get what they need when they need it? Do people know whom to go to for information? Are key documents available?
 10. Is the leadership appropriate? Skilled?
 11. What are the primary causes of: quality problems, delays, cost overruns?
 12. What causes the most uncertainty?
 13. How might errors be more effectively prevented? Controlled?
 14. How are goals, priorities, and needs established? Is project definition clear? Are customer needs clear?
 16. Do participants share sufficient conceptual roadmaps, common frames of reference? Which are missing?

2.3.2 Deliverables. *The deliverables in setting the goals of the redesign effort include, but are not limited to:*

- Analysis of Current IT Service Delivery System (Listing and Description of Current Issues and opportunities)
- Scope Document (what areas will the PAC focus on in this project)

2.4 Task 4: Determine Mission and Vision Statements for IT Service Delivery

2.4.1 Subtasks. *Some of the subtasks involved in the analysis work include, but are not limited to.*

- Determine what the IT Service Delivery System's internal operating characteristics must be in the future (i.e. developing and maintaining a citywide technology infrastructure vision, deeper, broader knowledge base, more effective use of resources, sharing expertise, earlier agreement on key issues; better handling of differing viewpoints; easier agreement on priorities, deadline, inclusion of necessary parties in discussions and decision-making; faster and better decisions, shared decisions, decisions that stick; better trade-off decisions; getting people to think cross-functionally, etc)
- Describe the mission, business purpose, and vision of the IT Delivery System

2.4.2 Deliverables. *The deliverables in setting the goals of the redesign effort include, but are not limited to:*

- Mission and Vision Statements

2.5 Task 5: Find IT Service Delivery Solutions to Issues and Challenges

2.5.1 *Subtasks* Some of the subtasks involved in the analysis work include, but are not limited to.

- Review Insight results for proposed solutions
- Determine who are the right people, with the knowledge to complete the task or correctly consider the question.
- If we identify gaps, who else do we need to engage in finding solutions and how do we engage them?
- Propose solutions (organizational and technical)

2.5.2 *Deliverables*. The deliverables in setting the goals of the redesign effort include, but are not limited to.

- Potential Solutions
- IT Service Delivery Roles and Responsibilities Document

2.6 Task 6: Project Initiation Process – Develop and Draft

2.6.1 *Subtasks* Some of the subtasks involved in the analysis work include, but are not limited to.

- Define what a "Project" is
- Establish a citywide process for IT project evaluation and coordination through the Project Advisory Committee (PAC)

2.6.2 *Deliverables*. The deliverables in setting the goals of the redesign effort include, but are not limited to:

- Project Initiation Process (including definition of what is a Project)

2.7 Task 7: Develop Implementation Plan

2.7.1 *Subtasks* Some of the subtasks involved in the analysis work include, but are not limited to:

- Develop Road map / Work Plan to implement IT Service Delivery Process
- Determine how our learning & proposed changes will impact others
- Develop a communication and engagement strategy so that they have as much commitment to changes as we do. How should we communicate or engage others so that they have as much commitment to the changes as the PAC does

2.7.2 *Deliverables*. The deliverables in setting the goals of the redesign effort include, but are not limited to:

- IT Service Delivery Process Improvements Road Map / Work Plan

4.0 Project Staffing Plan

4.1 The Consulting Team

Leslie DePol and Susan Dupre will consult on this Project as a team, with Leslie acting as the "single point of contact" on this project. Leslie and Susan will deploy themselves on this project as it makes sense, given the work and needs of the Project. We will do so efficiently and optimally to ensure seamless integration and continuity while avoiding over-use of consulting resource support.

Greg Gollaher, our lead graphic facilitator, is an additional consulting resource whose services we will rely on to provide our Project with story graphics, group work templates, innovative communication materials, and in some cases, real-time graphic facilitation support. Greg has served executive leadership and change teams in corporate, professional and community organizations by creating environments of shared understanding. He encapsulates ideas visually in colorful keywords and images that:

- Accommodate all learning styles as well as lateral and vertical thinking (logical/selective/ generative/ insightful)
- Are organized visually in a way that provides focus and makes complex ideas easy to follow
- Are designed to engage and acknowledge participant involvement in the process

- Show the parts and the whole
- Validate individual ideas, which helps build group agreement
- Build on ideas by keeping a record of the ways that ideas expressed, losing nothing so that ideas that might have been minimized can now be expanded on

He can capture a full day-long meeting on six to ten 4' x 8' charts that are designed to be reproduced in an electronic or paper format, which can provide continuity throughout extended processes and are available to disbursed individuals or working teams

Prior to becoming a Graphic Recorder, Greg spent ten years working in CALTRANS analyzing complex transportation issues related to strategic planning and budgeting. Greg has an MBA from Sacramento State University

Groups find that by using Greg's services they are able to maximize their time, streamline the process of thinking together, and be more creative. Clients include. America-on-Line, Burger King, Pillsbury, Hewlett Packard, Diageo Corporation, Philip Morris, Sierra Health Foundation, California Office of the Governor, California Department of Social Services, California Department of Motor Vehicles, California Department of Transportation, City of Sacramento Department of Development Services, National Shakespeare Company, Portland Public Schools, USC School of Education, Great Valley Center

You can find examples of Greg's work on his website at www.gollaherconsulting.com

4.2 Global Vision's General Methodology

Global Visions approach to all client work begins with helping people get clear on the direction they want to head, and the objectives they want to accomplish in the near and distant future (the what) Once a group is clear about where they want to go (desired outcomes) Global Visions *facilitates* the work of developing and implementing a "Who, What, Where, When, How" strategy to achieve the desired results Global Visions is just one of many resources that will be needed to make this redesign project a success

4.3 City Staff

The PAC and those City employees that the PAC determines need to participate will support this project As discussed in section 1 of this SOW, prior to the start of a major task, the City and Global Visions will agree on city staff required

5.0 Miscellaneous

5.1 Responsibilities

5.1.1 City

- 1 Schedule City employees for project meetings
- 2 Participate in meetings, workshops and discussions
- 3 Prepare meeting minutes based on outputs from tasks 1 and 2 from paragraph 5.1.2
- 4 Prepare project deliverables based on output of project meetings

5.1.2 Global Visions

- 1 Provide input to project deliverables through the use of outputs generated at the project meetings
- 2 Facilitate meetings: prepare agendas, prepare flip charts real time as necessary to have tangible written information that captures essential meeting decisions, actions and information; facilitate meeting conduct
- 3 Facilitate processes which are designed to assist stakeholders in their analysis work, in making meaning of the analysis being conducted, understanding the implications to the desired outcomes, developing strategic responses, making necessary decisions

- 4. Lead the design and implementation of engagement & communication strategies to support project goals
- 5. Work with the City to discover together how to engage the right people (starting with the PAC) in doing the right work (starting with the IT Service Delivery Re-design) on the right outcomes (making some critical decisions that will model how future IT service / decisions will be delivered) at the right time
- 6. Bring best practice tools, processes, & methods in organizational re-design work. Customize and create new tools as necessary to meet project goals
- 7. Help the City maintain its focus and stay on track, and help the City discover if and when it is necessary & appropriate to switch tracks along the way
- 8. Provide summary materials, story graphics, group work templates, innovative communication materials, and in some cases, real-time graphic facilitation support when needed to facilitate the group work

5.2 Deliverable Due Dates

Due dates for the deliverables are listed in Table 1. Since executive leadership availability is unpredictable, the City and Global Visions may, if both the City and Global Visions agree, mutually update the due date. Global Visions will not be held accountable for a delay in a deliverable that is due to City staff unavailability.

Table 1- Deliverable Due Dates

Major Phase	Phase Deliverables	Due Date
1	Updated PAC Charter	6 weeks after contract signing
2	IT Service Delivery Redesign Project Roles & Responsibilities (Global Visions and City)	6 weeks after contract signing
3	Analysis of Current IT Service Delivery System, Scope Document	45 days after deliverable 2
4	Mission and Vision Statements for IT Service Delivery	45 days after deliverable 3
5	IT Service Delivery Solutions to Issues and Challenges IT Service Delivery Roles and Responsibilities Document	90 days after deliverable 4
6	Project Initiation Process	45 days after deliverable 5
7	Implementation Plan	45 days after deliverable 6

5.3 Progress

If, at any time during the project, the City determines that sufficient progress towards project goals is not being made, the City retains the right to terminate the project at that point.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$120,000.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a daily rate as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from

CONTRACTOR's failure to comply with the invoice format described below.

D Requests for payment shall be sent to:

*James M. Boyle
1000 I Street Suite 170
Sacramento CA 95814
Phone (916) 808-5005*

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

Attachment 1 to Exhibit B

Payment Schedule

This is a not-to-exceed contract. Payment will be made monthly for the actual effort expended. The billing rate is \$1900 per day per consultant, and will be pro-rated if a partial day is expended. A work day is defined as 8 hours of work.

Major Deliverable	Title	Due Date	Estimated Level of Effort
1	Updated Approved PAC Charter	6 weeks after contract signing	2 days – 6 days
2	IT Service Delivery Redesign Project Roles & Responsibilities (Global Visions and City)	6 weeks after contract signing	
3	Analysis of Current IT Service Delivery System, Scope Document	45 days after deliverable 2	10 days – 12 days
4	Mission and Vision Statements for IT Service Delivery	45 days after deliverable 3	1 days – 2 days
5	IT Service Delivery Solutions to Issues and Challenges IT Service Delivery Roles and Responsibilities Document	90 days after deliverable 4	10 days – 12 days
6	Project Initiation Process	45 days after deliverable 5	4 days – 8 days
7	Implementation Plan	45 days after deliverable 6	10 days – 12 days
	Management Reserve	N/A	11.1 days
	TOTAL		54.2 to 63.1 days

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

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

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

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

valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or

remedy that CITY may have in law or equity.

10. Indemnity.

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein

F. Subcontractors

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

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

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

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part

F. Incorporation of Provisions. CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3 54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000 00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property, or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
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.