Title: Citywide Executive Recruitment Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager’s designee, to execute Professional Services Agreements with CPS HR Consulting, Koff and Associates, W. Brown Creative Partners, and The Hawkins Company to provide executive search services for various City departments each for a five-year term and which may collectively not exceed $500,000.

Contact: Sally Ly, Human Resources Manager, 916-808-8907, Human Resources Employment, Classification & Development; Cynthia Sprenger, Program Specialist, (916) 808-5730, Human Resources

Presenter: None

Attachments:
1-Description/Analysis
2-Scoring and Ranking Summary
3-Preferred Partners Instruction Manual
4-Preferred Partners Contact List
5-Professional Service Agreements (4)
Description/Analysis

**Issue Detail:** The City of Sacramento requires approximately $100,000 in executive search services for various City departments annually. The cost of an executive search varies depending upon critical factors and unique considerations for a specific recruitment that the City is pursuing in a fiscal year.

To ensure a diverse and qualified pool of candidates for every executive search, and in response to the City’s commitment to recruitment, sourcing, and outreach to diverse populations and the intersections of these groups, a Request for Proposals (RFP) process was used to select several “Preferred Executive Search Partners” to conduct as-needed executive recruitments Citywide over a five-year period. A diverse applicant pool is defined to include, but is not limited to: 1) fifty percent (50%) women (from all backgrounds) and 2) thirty percent (30%) race/ethnicity, LGBTQ, ADA-eligible, and veterans.

City executive searches typically have unique recruitment considerations, including but not limited to, required experience and skills, timeline for filling the position, and budgetary considerations for that position. To meet these considerations while remaining true to the City’s commitment to diversity, staff is recommending approval of professional services contracts with the four highest scoring firms of the eight firms that responded to the RFP, through a Master Contract that will provide opportunity to augment the list of approved Preferred Executive Search Partners, as needed, to meet the City’s commitment to diversity and recruitment goals.

Detailed information on the scoring and ranking of the submittals (Attachment 2), Preferred Executive Search Partners Instruction Manual (Attachment 3), and Preferred Partners Contact List (Attachment 4) are included as attachments to the report.

**Policy Considerations:** This recommendation is consistent with City Code section 3.56 and in accordance with Procurement Policy Number AP-4101 Section 1.1(b).

**Economic Impacts:**

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This report concerns administrative activities and government fiscal activities that do not constitute a “project” as defined by CEQA Guidelines sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA. (CEQA Guidelines, section 15060(c)(3).)
Sustainability: None.

Commission/Committee Action: None

Rationale for Recommendation: In January 2019, the City issued RFP No. P19081041002 to secure executive search service providers to conduct as-needed executive recruitment services for Citywide Department Recruitments. The RFP designated seven key executive search phases: 1) Recruitment, 2) Search Assessment of the Applicants to Advance Candidacy, 3) Candidate Assessment, 4) Leadership Assessment, 5) Hiring Interview, 6) Feedback and Follow-up, and 7) Negotiations.

Of the eight proposals received, the top-ranked four (4) firms demonstrated ability to conduct recruitment, sourcing, and outreach services to engage a diverse group of qualified executive candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents. For each recruitment project a selected Preferred Partner will meet with Human Resources and City representatives to conduct a needs analysis to understand the current issues, challenges, and opportunities that face the City and the prospective incumbent; discuss the firm’s outreach strategies and commitment to reach and attract a diverse candidate pool; and learn the City Manager’s expectations regarding the knowledge, skills, and abilities sought in the ideal executive candidates. Because these selected firms each bring unique experience, recruitment approach, geographic reach, fee schedule, and diversity profile, developing a cadre of Preferred Executive Search Partners gives the City much-needed flexibility and agility in meeting both recruitment needs and a diversity focus.

Each proposed contract for the four selected Preferred Executive Search Partners is for a term of five years, with the option for additional sourcing events to augment preferred partners over the same five-year period. The rationale for augmenting the list of Preferred Executive Search Partners through additional sourcing events (as needed) is to provide opportunity to ensure the best Partners to meet the City’s recruitment needs.

Financial Considerations: The total not-to-exceed amount for all four contracts, plus any subsequent contracts included through additional sourcing events, is $500,000 over five years. To ensure that the City receives the best value, best qualified candidate pool, and meets the City’s commitment to diversity, departments shall solicit quotes for each of their projects from a minimum of three of the Preferred Executive Search Partners. Final award shall be made through a purchase order with the Preferred Executive Search Partner, based on the Hiring Department’s determination of the Partner that best meets cost, timeliness, outreach strategies and commitment to diversity, and unique needs of that executive recruitment. Funding for
these services is included in the operating department and/or project budgets of the hiring department.

**Local Business Enterprise (LBE):** The City waived the LBE participation program for the RFP #P19081041002 procurement event.
Citywide Executive Recruitment Panel Score

<table>
<thead>
<tr>
<th></th>
<th>CPS HR Consulting</th>
<th>Domain Experts Corp</th>
<th>Eternity Health Care Services</th>
<th>InterBase Corporation</th>
<th>Koff &amp; Associates</th>
<th>The Hawkins Company</th>
<th>The LMS Group</th>
<th>WBCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL Score</td>
<td>73.2</td>
<td>67.8</td>
<td>59.4</td>
<td>61</td>
<td>87.6</td>
<td>78.2</td>
<td>64</td>
<td>73.8</td>
</tr>
</tbody>
</table>

Scores reflect the overall average ratings for each respondent, based on the average score of all five panel reviewers over five elements: Qualifications & experience; Services offered; Technical Compliance with RFP; References; and Specific program and experience to reach diverse candidates.
For executive search projects, the City will solicit project proposals from the cadre of Preferred Executive Recruitment Partners (Preferred Partners) and award projects to the Preferred Partner whose proposal and past performance match the needs of each individual executive search project. The City reserves the right to augment the Preferred Executive Search Partners list through additional sourcing events, as needed to meet the City’s hiring focus and recruitment goals.

The City makes no guarantees as to the number of projects, if any, that may be awarded to any contractor.

All awards will be via purchase order. The fiscal year for the City is July 1 through the following June 30th. Purchase Orders expire at the end of the fiscal year, and a new Purchase Order is required for new purchases made on July 1 or thereafter.

Initiation of a Project

To initiate an executive search project, the City Recruitment Representatives will:
1. Develop executive search project solicitation with as much detail as possible of the City’s need, such as 1) search project name, 2) timeline for determining Preferred Partner selection for the project, 3) timeline for Preferred Partner to complete the project, 4) rubric to be used for determining award, and 4) any additional information Preferred Partners will need to create their proposal.
2. Notify Preferred Partners of the project and provide project solicitation (the same information will be shared with all potential Partners); and
3. Provide contact information for any questions Preferred Partners may have in submitting a project proposal.

Submitting Proposals

Preferred Partners interested in submitting a project proposal will:
1. Provide response to the solicitation with as much information as possible related to their ability to meet all specifics of the project;
2. Include pricing information, proposed timeline for completing the project, and other details specific to this project;
3. Include contact information; and
4. Include City information provided in the project solicitation:
   a. The unique quote number
   b. City Point of Contact
   c. Preferred Executive Search Service Partner’s name
   d. Project name
   e. Estimated time of completion for that project
Project Awards

1. To determine Preferred Partner selected for this project, the City will have great flexibility in the selection of a Preferred Partner and may award a project(s) based upon:
   a. Demonstrated commitment and ability to support diversity focus:
   b. Ability to fully execute search needs for that specific project;
   c. Ability to meet an anticipated delivery time,
   d. Best price,
   e. Past performance and previous experience with this project, or
   f. Any combination of these three criteria.

2. To award a Preferred Partner, the City will:
   a. Award an executive search project or projects via a purchase order,
   b. Issue a unique purchase order for each project, detailing specifications for that project,
   c. Provide the authorized purchase order with details including, at a minimum, the:
      i. Purchase Order number,
      ii. Preferred Executive Search Partner name and address,
      iii. Date issued,
      iv. Payment Terms,
      v. City Agreement number,
      vi. Preferred Partner’s unique quote number,
      vii. City contact name and phone number, and
      viii. Total purchase order amount.
# Preferred Partners Contact List

<table>
<thead>
<tr>
<th>Preferred Partner</th>
<th>Partner Point of Contact</th>
<th>Fee Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPS HR Consulting 2450 Del Paso</td>
<td>Melissa Asher, Sr. Practice Leader, Products and Services</td>
<td>*Professional Fee $125/hr ($17,000) Expenses $5,000 - $7,000 Assessment Ctr.</td>
</tr>
<tr>
<td>Road, Suite 220 Sacramento, CA</td>
<td>Phone: 916-471-3358 Web: <a href="http://www.cpshr.us">www.cpshr.us</a></td>
<td>$4,000.</td>
</tr>
<tr>
<td>95834</td>
<td>Email: <a href="mailto:masher@cpshr.us">masher@cpshr.us</a></td>
<td></td>
</tr>
<tr>
<td>The Hawkins Company 8939 S. Sepulveda</td>
<td>William D. Hawkins Phone: 310-348-8800</td>
<td>*Professional Fee ($28,000 to $40,000) Expenses ($4,750 (local) to $14,250 (national)).</td>
</tr>
<tr>
<td>Blvd., Suite 110-216, Los Angeles, CA 90045</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Koff &amp; Associates 2835 Seventh Street,</td>
<td>Georg S. Krammer, Chief Executive Officer Phone: 510.658.5633 Fax: 510.652.5633 Email: <a href="mailto:gkrammer@koffassociates.com">gkrammer@koffassociates.com</a></td>
<td>*All expenses are built into flat, lump-sum all-inclusive fees ($17,000 - $30,000)</td>
</tr>
<tr>
<td>Berkeley, CA 94710</td>
<td>Phone: 510.658.5633 Fax: 510.652.5633 Email: <a href="mailto:gkrammer@koffassociates.com">gkrammer@koffassociates.com</a></td>
<td></td>
</tr>
<tr>
<td>WBCP, Inc. 698 Lynn Lane Central Point, OR 97502</td>
<td>Wendi Brown Phone: 541-664-0376/866-929-9227 Web: <a href="http://www.wbrowncreative.com">www.wbrowncreative.com</a></td>
<td>*Professional Consulting Fee Flat Rate $18,500 Expenses $4,900 - $7.900</td>
</tr>
</tbody>
</table>

*See Attachment 1 to Exhibit B in each Preferred Partners PSA for complete fee schedule.
General Information (Required)
Original Contract #: (supplements only): _______  Supplement/Addendum #: ________________
Assessor's Parcel Number(s): __________________________
Contract Effective Date: 06/30/2019  Contract Expiration Date (if applicable): 06/30/2024
$ Amount (Not to Exceed): $ 500,000.00  Adjusted $ Amount (+/-): ________________
Other Party: CPS HR Consulting, Koff & Associates, WBCP, The Hawkins Group
Project Title: Citywide Executive Recruitment Services
Project #: __________________________  Bid/RFQ/RFP #: P19081041002
City Council Approval: YES  if YES, Council File ID#: 2019-00855

Contract Processing Contacts
Department: Human Resources  Project Manager: Sally Ly
Contract Coordinator: Cynthia Sprenger  Email: csprenger@ciyofsacramento.org

Department Review and Routing
Accounting: (Signature) (Date)

Supervisor: (Signature) (Date)
Division Manager: (Signature) 06/11/19 (Date) 06/14/19
Other: (Signature)  (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Recording Requested  ☐ Other Party Signature Required

---------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---------------
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

WBCP, Inc.
698 Lynn Lane
Central Point, OR 97502
Phone: 541-664-0376/Phone: 866-929-9227/Web: www.wbrowncreative.com

("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 the 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 the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 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 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.

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

Form Approved by City Attorney 2-14-2017
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 CONTRACTOR to perform 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, which 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 those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the “Requirements of the Non-Discrimination in Employee Benefits Code” and “Ban-The-Box Requirements” described above, 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: ________________ Shelley Banks-Robinson

Title: ________________ Director HR

For: Howard Chan, City Manager

**APPROVED AS TO FORM:**

[Signature]

City Attorney

**ATTEST:**

[Signature]

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: Additional Requirements for Surveying, Material Testing, and Inspection Services
CONTRACTOR:

WBCP

NAME OF FIRM

815454037

Federal I.D. No.

Oregon BIN: 1115994-94 ; CA: C4079318

State I.D. No.

1089959


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


Wendi Brown, President

Print Name and Title

Additional Signature (if required)

Print Name and Title

Form Approved by City Attorney 2-14-2017
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sally Ly
915 I Street, Historic City Hall
Sacramento, CA 95814
Phone: 916-808-8907/Fax: 916-808-1907/E-mail: SLy@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Wendi Brown
698 Lynn Lane, Central Point, OR 97502
Phone: 541-664-0376/Phone: 866-929-9227/Web: www.wbrowncreative.com

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

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

3. Conflict of Interest Requirements.

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

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

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

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

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

B. Conflict of Interest Statements. The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: _____ yes  X 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, and as agreed by both parties in any valid purchase order. Each purchase order shall be incorporated in the Exhibit A by this reference.

5. Time of Performance. The services described herein shall be provided for the term of five (5) years.
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 and any valid purchase order(s), including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of all valid purchase orders.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

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

4. Payments to CONTRACTOR.

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, 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/Project Name
   (2) CITY’s current Purchase Order Number
   (3) CONTRACTOR’s Invoice Number
   (4) Date of Invoice Issuance
   (5) Work Order Number (if applicable)
   (6) CITY representative identified on the Purchase Order
   (7) CONTRACTOR’s remit address for payment
   (8) Description of services billed under Invoice
   (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
   (10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

apinvoicess@cityof sacramento.org

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the 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.
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  

X____ Not furnish any facilities or equipment for this Agreement;

or

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

__________________________

__________________________

__________________________

__________________________

__________________________
1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

   A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

   B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

   C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

   (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

   (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. **Indemnity.**

   A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

   B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

   A. **Minimum Scope & Limits of Insurance Coverage**

      (1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

(3) **Excess Insurance:** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

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

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

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

(5) **Professional Liability Insurance** providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000). Professional Liability (Errors and Omissions) insurance:
Is ____ X ____ Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least __1____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) **Commercial General Liability Insurance:** The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

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

F. **Subcontractors**

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

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

A. **Compliance With Regulations:** CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In
all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other
default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the State Trial Court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. Local Business Enterprise Participation Requirements. If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at: http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements
EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   __________________________________________
   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   **To be completed by the City Representative if this Agreement is for the performance of any Public Work:**

   Contractor DIR registration #: __________________________________________

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant’s current DIR registration number.
3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 et seq., which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.
Scope of Services

The Employment, Classification and Development division of City of Sacramento Human Resources Department offers this agreement for Citywide use by various divisions for executive recruitment services. Contractors selected in this award will be part of a cadre of contractors, “Preferred Executive Search Partners”, for the delivery of as-needed executive recruitment services for various departments throughout the City of Sacramento. The City makes no guarantee as to the number of projects, if any, that may be awarded to the Contractor.

The City reserves the right to augment the Preferred Executive Search Partners list through additional sourcing events, as needed to meet the City’s hiring focus and recruitment goals.

The focus is to ensure a diverse pool of qualified candidates are well represented in every executive search conducted for the City of Sacramento. Diversity is defined to include, but not limited to: (1) fifty percent (50%) women (from all backgrounds) and (2) thirty percent (30%) race/ethnicity, LGBTQ, ADA-eligible, and veterans. A commitment to recruitment, sourcing, and outreach to diverse populations – and the intersections of these groups – is of paramount importance to leaders in the City of Sacramento.

Phase 1: Recruitment

The Executive Search Partner’s recruitment, sourcing, and outreach services should seek diverse qualified executive candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents.

As each specific recruitment project arises, firms selected as Preferred Executive Search Partners will meet with Human Resources and City representatives to conduct a needs analysis to understand the current issues, challenges, and opportunities that face the City and the prospective incumbent and learn the City Manager’s expectations regarding the knowledge, skills, and abilities sought in the ideal executive candidates. The Executive Search Partner will:

Develop an outreach and market strategy that will reach and attract a diverse applicant base that reflects the experience, leadership competencies, and background relevant to the position(s) by developing:
1. A focused and intentional outreach plan that includes communities and organizations of color; women’s organizations and networks; LGBTQ, dis/ability, and veterans’ groups;
2. An aggressive diverse advertising campaign that goes beyond and leverages traditional forms of outreach (webpage posts, job listing boards, conference calls, and social media);
3. A comprehensive brochure that will discuss the community, the organization, the department, values and commitment to diversity and inclusion, the position, and the compensation;
4. Develop a network to target companies that employ candidates situated in positions, similar to what is detailed by the job announcement;
5. Research directories, periodicals, the Internet and other resources to determine an advertising plan;
6. Conduct a phone bank of prospective applicants who may not be looking for a new job but may be convinced to apply when actively sought by the Executive Search Partner;
7. Document specific outreach to diverse networks and individuals;
8. If the initial candidate pool is not diverse, identify what specific measures the Executive Search Partner will undertake to determine what, if any, impediments there are for women, people of color, LGBTQ, ADA-eligible, and veterans from applying. The Executive Search Partner is expected to provide: 1) documentation outlining any specific barriers, considerations, and dynamics that prevent a diverse candidate pool and 2) recommend specific actions to be used that meet the diversity pool percentage requirement prior to advancing any candidates.

Phase 2: Search Assessment of the Applicants to Advance to Candidacy
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process that identifies and measures that includes, but is not limited to, education, experience, desired skills and behaviors, leadership and management competencies, and communication styles. Approach should include using various evaluation tools:
1. Review and screen the resumes and cover letters submitted during the filing period;
2. Compare and validate applicant results;
3. Select the candidates who illustrate the best fit within the critical parameters of the position and contribute to the City's commitment to diversity;
4. Provide a detail summary of the top candidates, including gender, accessing the strengths of individual candidates, and the diversity of the candidate pool;
5. Conduct interviews to evaluate the candidates and develop a diverse list of candidates to advance to the next phase of the process. [The size of the candidate pool should range from a minimum of five (5) to a maximum of ten (10) candidates];
6. Assessment and interview panel(s) will reflect the diversity of Sacramento;
7. At each stage of the interview process, the firm will present analysis of the strengths of the individual candidates and the diversity of the candidate pool.

**Phase 3: Candidate Assessment**

Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner's proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A competency-based oral selection tool for the City of Sacramento and specific to the position being recruited;
2. An Executive Assessment Center for the City of Sacramento and specific to the position being recruited;
3. Draft of the selection tools to be reviewed and approved by Human Resources;
4. Coordinate with Human Resources to create and distribute candidate packets;
5. Facilitation of the Qualification Appraisal Interview and conduct the Executive Assessment Center;
6. Perform an orientation session of the process for the panel members; 
7. Direction over the flow of candidates throughout the assessment process;
8. Answer questions and assist the panel members throughout the assessment process;
9. Generate statistical results of the process, including assessment of diversity.
Phase 4: Leadership Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A formal assessment of the final two (2) candidates;
2. A psychological evaluation based on Industrial Psychologist best practices and standards to determine what each candidate’s emotional profile is likely to be and what motivates them to succeed;
3. Report of findings to the City of Sacramento Human Resources and to the candidates.

Phase 5: Hiring Interview
Based on the direction of the City of Sacramento Human Resources and City representatives the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates:

1. Coordination with Human Resources and appropriate City of Sacramento representatives to schedule hiring interviews.
2. Final candidate packet inclusive of results from the leadership assessment.

Phase 6: Feedback and Follow-up
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates the following for the duration of the recruitment:

1. Timely and accurate updates on the status to the search committee;
2. Handle all administrative details on the City’s behalf. Provide information to the candidates on their status throughout the process;
3. Upon the selection of a candidate, if the candidate is mutually interested, conduct a thorough background check and contact references able to provide insight into a candidate's abilities, achievements, and personal qualifications; and verify the candidate’s educational background, technical experience, and career history;
4. Conduct an evaluation of the overall recruitment process, including (and documenting) outreach to diverse communities, organizations, and groups;
5. Submit a final report detailing the successes, the outcome, and recommendations for future projects.

Phase 7: Negotiations
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should:

1. Include detailed information on proposed method, evaluation tool, and process.

2. Serve as the representative for the City and represent the City’s interest advising both the candidate and the City regarding salary, benefits, and employment agreements.
Fee Schedule

The total fee for professional consulting for each search is $18,500. This includes all work outlined in Phases I – IV in the proposal’s scope of work, not including expenses. WBCP will not limit the amount of hours we work on a recruitment, rather we charge a flat rate and will spend all of the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning, middle (shortlist selection) and end of the recruitment process.

Expenses will be between $4,900 - $7,900 (not to exceed $7,900) and include: advertising, brochure design (development of a graphically designed recruitment brochure is a flat fee of $950.00, which is included in the range of expenses), panel packet content, delivery charges, fees for background checks, consultant travel expenses, fee for one (1) additional consultant to support one day panel facilitation (each additional panel added, beyond two (2) panels, will be an additional fee of $1,200 to cover panel facilitator/consultant and related travel costs). This also includes up to three trips to client location for: initial kickoff and shortlist meetings, and interview facilitation. These expenses will most likely include an affordable direct mail piece including postage and mailing. Once we have conducted Phase I of the recruitment process, we will provide an itemized list of advertising and marketing expenses for client review.

The costs and consulting fees are all inclusive and will not exceed the amounts identified herein.

<table>
<thead>
<tr>
<th>Description of Services/Deliverables:</th>
<th>Inclusive rate for each unit of service:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting Services</td>
<td>$18,500.00 (not to exceed)</td>
</tr>
<tr>
<td>Expenses: advertising, brochure design (development of a graphically designed recruitment brochure is a flat fee of $950.00, which is included in the range of expenses), panel packet content, delivery charges, fees for background checks, consultant travel expenses, fee for one (1) additional consultant to support one day panel facilitation (each additional panel added, beyond two (2) panels, will be an additional fee of $1,200 to cover panel facilitator/consultant and related travel costs). This also includes up to three trips to client location for: initial kickoff and shortlist meetings, and interview facilitation. These expenses will most likely include an affordable direct mail piece including postage and mailing.</td>
<td>$7,900 (not to exceed)</td>
</tr>
</tbody>
</table>

Guarantee

(1) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the first 18 months of service (24 months for City Manager or Assistant City Manager recruitments), WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however additional expenses will be covered by the Client.

Additional Services Available - Partial Search Services
Our clients may call on us to do partial search services to meet budget restraints, or to assist with at-will positions that may only need assistance, but not full search support. Below are prices related to partial search services and the full search services as we have outlined in detail in this proposal.

**Option 1 - Partial Recruitment - Advertising and Headhunting:**
**Total approximately $8,400 (not to exceed):**
$3,900 for consulting services; plus estimated expenses between $3,500 – 4,500 general estimated expenses for the advertising plan and creative brochure.

$3,900 consulting services includes:
- Meet with hiring authority and identified stakeholders (only 1 – 2 hour meeting, but this could include multiple stakeholders in one setting)
- Develop the ideal candidate profile
- Develop a recruitment timeline
- Produce recruitment announcement
- Produce and implement an advertising plan
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Direct mail campaign (as needed)
- No guarantee
- No travel to client location
- No interview panel coordination
- No background or reference checks provided

**Option 2 - Partial Recruitment – up to interviews**
**Total approximately $16,000 (not to exceed):**
$11,500 for consulting services, plus estimated expenses between $3,500 – 4,500 general estimated expenses for the advertising plan and creative brochure.

$11,500 consulting services includes: o Everything in Option 1, plus...
- Application screening
- Candidate selection
- Produce recommended interview questions
- Coordinate candidate scheduling and invitations
- No guarantee
- No travel to client location
- No interview panel coordination
- No background or reference checks provided

**Option 3 - Full Search Services (described in full in this proposal)**
**Total approximately $26,400 (not to exceed):**
$18,500 for consulting services, plus estimated expenses of $4,900 – 7,900 general estimated expenses for the advertising plan and creative brochure; travel expenses; shipping; etc.

$18,500 Consulting services includes everything above, but also includes: o Everything in Option 2, plus...

- Panel coordination
- Panel facilitation (throughout the selection process)
- Interview facilitation
- Three trips to client location
- Additional panel facilitator
- Background and reference checks
- 18 month guarantee
**CONTRACT ROUTING SHEET**

*Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.*

### General Information (Required)
- **Original Contract # (supplements only):**
- **Supplement/Addendum #:**
- **Assessor's Parcel Number(s):**
- **Contract Effective Date:** 06/30/2019
- **Contract Expiration Date (if applicable):** 06/30/2024
- **$ Amount (Not to Exceed):** $500,000.00
- **Adjusted $ Amount (+/-):**
- **Other Party:** CPS HR Consulting, Koff & Associates, WBCP, The Hawkins Group
- **Project Title:** Citywide Executive Recruitment Services
- **Project #:**
- **Bid/RFQ/RFP #:** P:9081041002
- **City Council Approval:** YES
  - if YES, Council File ID#: 2019-00855

### Contract Processing Contacts
- **Department:** Human Resources
- **Contract Coordinator:** Cynthia Sprenger
- **Project Manager:** Sally Ly
  - **Email:** csprenger@cityofsacramento.org

### Department Review and Routing

**Accounting:**
- (Signature)
  - (Date)

**Supervisor:**
- (Signature)
  - (Date)

**Division Manager:**
- (Signature)
  - (Date)

**Other:**
- (Signature)
  - (Date)

---

**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

- [ ] Recording Requested
- [ ] Other Party Signature Required

---

-------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-------------
THIS AGREEMENT is made at Sacramento, California, as of ________________, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

The Hawkins Company
8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045
Phone: 310-348-8800

(“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 the 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 the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 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 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 CONTRACTOR to perform

---

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

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements
of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City
Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled
“Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at:
http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements. By signing
this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and
understands these requirements and agrees to fully comply with all applicable requirements of
Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly
provide such documents and information as may be required by CTY to verify CONTRACTOR’s
compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a
material breach of this Agreement, for which the CITY may terminate the Agreement and pursue
all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This
Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62,
Procedures for Considering Criminal Conviction Information in the Employment Application
Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled
“Ban-The-Box Requirements,” can be viewed at:
http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements. By signing
this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and
understands these requirements and agrees to fully comply with all applicable requirements of
Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly
provide such documents and information as may be required by CTY to verify CONTRACTOR’s
compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a
material breach of this Agreement, for which the CITY may terminate the Agreement and pursue
all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to
fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include
these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this
Agreement includes any land surveying, material testing, or inspection services provided for a
City construction project, during the design, pre-construction, construction, or post-construction
phases of the project, the Contractor and any subcontractor or subconsultant performing any
such services shall comply with the provisions specified in Exhibit E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that
he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind
CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, 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: Shelley Banks-Robinson

Title: Director HR

For: Howard Chan, City Manager

APPROVED AS TO FORM:

[Signature]

City Attorney

ATTEST:

[Signature]

City Clerk

**Attachments**

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Service</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Fee Schedule/Manner of Payment</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Facilities/Equipment Provided</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>General Provisions</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Additional Requirements for Surveying, Material Testing, and Inspection Services</td>
</tr>
</tbody>
</table>
CONTRACTOR: The Hawkins Company

THE HAWKINS COMPANY

NAME OF FIRM

81-4730601

Federal I.D. No.

2150975712

State I.D. No. 1039936


TYPE OF BUSINESS ENTITY (check one):

___ Individual/Sole Proprietor

___ Partnership

X Corporation (may require 2 signatures)

___ Limited Liability Company

___ Other (please specify: ____________________________)

______________________________
Signature of Authorized Person

WILLIAM D. HAWKINS, PRESIDENT/CEO

Print Name and Title

______________________________
Additional Signature (if required)

WILLIAM D. HAWKINS III, SECRETARY/ TREASURER

Print Name and Title

Form Approved by City Attorney 2-14-2017
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sally Ly
915 I Street, Historic City Hall
Sacramento, CA 95814
Phone: 916-808-8907/Fax: 916-808-1907/E-mail: SLy@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

William D. Hawkins
8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045
Phone: 310-348-8800

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

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

3. Conflict of Interest Requirements.

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

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

(1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

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

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

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: _____ yes  _____X_____ 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, and as agreed by both parties in any valid purchase order. Each purchase order shall be incorporated in the Exhibit A by this reference.

5. **Time of Performance.** The services described herein shall be provided for the term of five (5) years.
EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

FEESCHEDULE/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 and any valid purchase order(s), including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of all valid purchase orders.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

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

4. Payments to CONTRACTOR.

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, 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/Project Name
   (2) CITY's current Purchase Order Number
   (3) CONTRACTOR's Invoice Number
   (4) Date of Invoice Issuance
   (5) Work Order Number (if applicable)
   (6) CITY representative identified on the Purchase Order
   (7) CONTRACTOR's remit address for payment
   (8) Description of services billed under Invoice
   (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
   (10) Total Billed to Date under Agreement

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the 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.
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  

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

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

Form Approved by City Attorney 2-14-2017

Exhibit C - Page 1
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

1. CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

2. CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) AUTOMOBILE LIABILITY INSURANCE providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

(3) EXCESS INSURANCE: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) WORKERS’ COMPENSATION INSURANCE with statutory limits, and EMPLOYERS’ LIABILITY INSURANCE with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

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

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

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

(5) PROFESSIONAL LIABILITY INSURANCE providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) per occurrence. Professional Liability (Errors and Omissions) insurance: 
Is _____X____ Is not ______ [check one] required for this Agreement.

If required, such coverage must be continued for at least __1____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) **Commercial General Liability Insurance**: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

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

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In
all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other
default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

   http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements
EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   __________________________________
   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   *To be completed by the City Representative if this Agreement is for the performance of any Public Work:*

   Contractor DIR registration #: _______________________________________

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant’s current DIR registration number.
3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 *et seq.*, which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 *et seq.* of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 *et seq.*, governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.
Scope of Services

The Employment, Classification and Development division of City of Sacramento Human Resources Department offers this agreement for Citywide use by various divisions for executive recruitment services. Contractors selected in this award will be part of a cadre of contractors, “Preferred Executive Search Partners”, for the delivery of as-needed executive recruitment services for various departments throughout the City of Sacramento. The City makes no guarantee as to the number of projects, if any, that may be awarded to the Contractor.

The City reserves the right to augment the Preferred Executive Search Partners list through additional sourcing events, as needed to meet the City’s hiring focus and recruitment goals.

The focus is to ensure a diverse pool of qualified candidates are well represented in every executive search conducted for the City of Sacramento. Diversity is defined to include, but not limited to: (1) fifty percent (50%) women (from all backgrounds) and (2) thirty percent (30%) race/ethnicity, LGBTQ, ADA-eligible, and veterans. A commitment to recruitment, sourcing, and outreach to diverse populations – and the intersections of these groups – is of paramount importance to leaders in the City of Sacramento.

Phase 1: Recruitment
The Executive Search Partner’s recruitment, sourcing, and outreach services should seek diverse qualified executive candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents.

As each specific recruitment project arises, firms selected as Preferred Executive Search Partners will meet with Human Resources and City representatives to conduct a needs analysis to understand the current issues, challenges, and opportunities that face the City and the prospective incumbent and learn the City Manager’s expectations regarding the knowledge, skills, and abilities sought in the ideal executive candidates. The Executive Search Partner will:

Develop an outreach and market strategy that will reach and attract a diverse applicant base that reflects the experience, leadership competencies, and background relevant to the position(s) by developing:
1. A focused and intentional outreach plan that includes communities and organizations of color: women’s organizations and networks; LGBTQ, dis/ability, and veterans’ groups;
2. An aggressive diverse advertising campaign that goes beyond and leverages traditional forms of outreach (webpage posts, job listing boards, conference calls, and social media);
3. A comprehensive brochure that will discuss the community, the organization, the department, values and commitment to diversity and inclusion, the position, and the compensation;
4. Develop a network to target companies that employ candidates situated in positions, similar to what is detailed by the job announcement;
5. Research directories, periodicals, the Internet and other resources to determine an advertising plan;
6. Conduct a phone bank of prospective applicants who may not be looking for a new job but may be convinced to apply when actively sought by the Executive Search Partner;
7. Document specific outreach to diverse networks and individuals;
8. If the initial candidate pool is not diverse, identify what specific measures the Executive Search Partner will undertake to determine what, if any, impediments there are for women, people of color, LGBTQ, ADA-eligible, and veterans from applying. The Executive Search Partner is expected to provide: 1) documentation outlining any specific barriers, considerations, and dynamics that prevent a diverse candidate pool and 2) recommend specific actions to be used that meet the diversity pool percentage requirement prior to advancing any candidates.

**Phase 2: Search Assessment of the Applicants to Advance to Candidacy**

Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process that identifies and measures that includes, but is not limited to, education, experience, desired skills and behaviors, leadership and management competencies, and communication styles. Approach should include using various evaluation tools:

1. Review and screen the resumes and cover letters submitted during the filing period;
2. Compare and validate applicant results;
3. Select the candidates who illustrate the best fit within the critical parameters of the position and contribute to the City’s commitment to diversity;
4. Provide a detail summary of the top candidates, including gender, accessing the strengths of individual candidates, and the diversity of the candidate pool;
5. Conduct interviews to evaluate the candidates and develop a diverse list of candidates to advance to the next phase of the process. [The size of the candidate pool should range from a minimum of five (5) to a maximum of ten (10) candidates];
6. Assessment and interview panel(s) will reflect the diversity of Sacramento;
7. At each stage of the interview process, the firm will present analysis of the strengths of the individual candidates and the diversity of the candidate pool.

Phase 3: Candidate Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A competency-based oral selection tool for the City of Sacramento and specific to the position being recruited;
2. An Executive Assessment Center for the City of Sacramento and specific to the position being recruited;
3. Draft of the selection tools to be reviewed and approved by Human Resources;
4. Coordinate with Human Resources to create and distribute candidate packets;
5. Facilitation of the Qualification Appraisal Interview and conduct the Executive Assessment Center;
6. Perform an orientation session of the process for the panel members;
7. Direction over the flow of candidates throughout the assessment process;
8. Answer questions and assist the panel members throughout the assessment process;
9. Generate statistical results of the process, including assessment of diversity.
Phase 4: Leadership Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A formal assessment of the final two (2) candidates;
2. A psychological evaluation based on Industrial Psychologist best practices and standards to determine what each candidate’s emotional profile is likely to be and what motivates them to succeed;
3. Report of findings to the City of Sacramento Human Resources and to the candidates.

Phase 5: Hiring Interview
Based on the direction of the City of Sacramento Human Resources and City representatives the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates:

1. Coordination with Human Resources and appropriate City of Sacramento representatives to schedule hiring interviews.
2. Final candidate packet inclusive of results from the leadership assessment.

Phase 6: Feedback and Follow-up
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates the following for the duration of the recruitment:

1. Timely and accurate updates on the status to the search committee;
2. Handle all administrative details on the City’s behalf. Provide information to the candidates on their status throughout the process;
3. Upon the selection of a candidate, if the candidate is mutually interested, conduct a thorough background check and contact references able to provide insight into a candidate’s abilities, achievements, and personal qualifications; and verify the candidate’s educational background, technical experience, and career history;
4. Conduct an evaluation of the overall recruitment process, including (and documenting) outreach to diverse communities, organizations, and groups;
5. Submit a final report detailing the successes, the outcome, and recommendations for future projects.

Phase 7: Negotiations
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should:

1. Include detailed information on proposed method, evaluation tool, and process.
2. Serve as the representative for the City and represent the City’s interest advising both the candidate and the City regarding salary, benefits, and employment agreements.
Fee Schedule

The professional fee for conducting executive search range from $28,000 to $40,000. Additionally, we are reimbursed for expenses such as approved consultant travel/lodging, candidate travel/lodging, report preparation, postage/mailing, and advertisements which can range from $4,750 (local) to $14,250 (national). The chart below is based on an average search and our hourly rates.

<table>
<thead>
<tr>
<th>Labor Costs</th>
<th>Project Manager $150/hour</th>
<th>Consultant $100/hour</th>
<th>Adm. Staff $50/hour</th>
<th>Total Hours &amp; Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following cost proposal table illustrates the anticipated number of hours to perform the various tasks for this recruitment.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task/Phase</strong></td>
<td>1. Recruitment analysis, client meetings and stakeholder engagement, profile development, ad placements, develop and finalize recruitment strategy, work plan and search timeline.</td>
<td>40hrs $6,000</td>
<td>20hrs $2,000</td>
<td>25hrs $1,250</td>
</tr>
<tr>
<td></td>
<td>2. Candidate research, recruitment, screening and report preparation.</td>
<td>25hrs $3,750</td>
<td>45hrs $4,500</td>
<td>68hrs $3,400</td>
</tr>
<tr>
<td></td>
<td>3. Candidate evaluations, interviews, background investigations, final report, client interviews and selection.</td>
<td>44hrs $6,600</td>
<td>55hrs $5,500</td>
<td>20hrs $1,000</td>
</tr>
<tr>
<td>Total Hours &amp; Labor Costs</td>
<td>109hrs $16,350</td>
<td>120hrs $12,000</td>
<td>113hrs $5,650</td>
<td>342hrs $34,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Expenses</th>
<th>Item</th>
<th>Cost NS</th>
<th>Cost RS</th>
<th>Cost LS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement</td>
<td>$3,000.00</td>
<td>$1,500.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Brochure Development/Mailings</td>
<td>$750.00</td>
<td>$750.00</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>Research (flat)</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Report Preparation (flat)</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Consultant Travel</td>
<td>$5,000.00</td>
<td>$2,500.00</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>Candidate Travel (up to 6 candidate interviews)</td>
<td>$5,000.00</td>
<td>$2,000.00</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$14,250.00</strong></td>
<td><strong>$8,250.00</strong></td>
<td><strong>$4,750.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

*NS: National Search; Regional Search; LS: Local Search
Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): __________  Supplement/Addendum #: ________________
Assessor's Parcel Number(s): ____________________________
Contract Effective Date: 06/30/2019  Contract Expiration Date (if applicable): 06/30/2024
$ Amount (Not to Exceed): $500,000.00  Adjusted $ Amount (+/-): ________________
Other Party: CPS HR Consulting, Koff & Associates, WBCP, The Hawkins Group
Project Title: Citywide Executive Recruitment Services
Project #: ____________________________  Bid/RFQ/RFP #: P19081041002
City Council Approval: YES  if YES, Council File ID#: 2019-00855

Contract Processing Contacts
Department: Human Resources  Project Manager: Sally Ly
Contract Coordinator: Cynthia Sprenger  Email: cpsprenger@cityofsacramento.org

Department Review and Routing

Accounting:  (Signature)  (Date)

Supervisor:  (Signature)  (Date)

Division Manager:  (Signature)  06/4/19

Other:  (Signature)  06/4/19

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

□ Recording Requested  □ Other Party Signature Required

------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------------------
PROJECT NAME: P19081041002: Citywide Executive Recruitment Services
VENDOR NAME: CPS HR Consulting
AGREEMENT TERM: Five (5) years
AUTHORIZED RENEWALS: 0
DEPARTMENT: Human Resources
DIVISION: Employment, Classification and Development

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

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
Phone: 916-471-3358/Web: www.cpshr.us/Email: masher@cpshr.us

("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 the 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 the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 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 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.

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

Form Approved by City Attorney 2-14-2017
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 CONTRACTOR to perform 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, which 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 those terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein and attached hereto, and the “Requirements of the Non-Discrimination in Employee Benefits Code” and “Ban-The-Box Requirements” described above, 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: Shelley Banks-Robinson

Title: Director HR

For: Howard Chan, City Manager

APPROVED AS TO FORM:

_______________________________

City Attorney

ATTEST:

_______________________________

City Clerk

**Attachments**

- Exhibit A  Scope of Service
- Exhibit B  Fee Schedule/Manner of Payment
- Exhibit C  Facilities/Equipment Provided
- Exhibit D  General Provisions
- Exhibit E  Additional Requirements for Surveying, Material Testing, and Inspection Services

Form Approved by City Attorney 2-14-2017
CONTRACTOR:

CPS HR Consulting
NAME OF FIRM

68-0067209
Federal I.D. No.

____________________________
State I.D. No.

____________________________

TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation (may require 2 signatures)

_____ Limited Liability Company

X_____ Other (please specify: CA JPA)

Signature of Authorized Person

____________________________
Gerald Greenwell, Chief Executive Officer
Print Name and Title

____________________________
n/a
Additional Signature (if required)

____________________________
Print Name and Title
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

   The CITY Representative for this Agreement is:

   Sally Ly  
   915 I Street, Historic City Hall  
   Sacramento, CA 95814  
   Phone: 916-808-8907/Fax: 916-808-1907/E-mail: SLy@cityofsacramento.org

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

   The CONTRACTOR Representative for this Agreement is:

   Melissa Asher  
   2450 Del Paso Road, Suite 220, Sacramento, CA 95834  
   Phone: 916-471-3358/Web: www.cpshr.us/Email: masher@cpshr.us

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

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

3. Conflict of Interest Requirements.

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

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

   (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

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

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

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

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

(1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;

(2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

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

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein, and as agreed by both parties in any valid purchase order. Each purchase order shall be incorporated in the Exhibit A by this reference.

5. Time of Performance. The services described herein shall be provided for the term of five (5) years.
EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

FEESCHEDULE/MANNEROFPAYMENT

1. CONTRACTOR’s Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A and any valid purchase order(s), including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of all valid purchase orders.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

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

4. Payments to CONTRACTOR.

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, 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/Project Name
      (2) CITY’s current Purchase Order Number
      (3) CONTRACTOR’s Invoice Number
      (4) Date of Invoice Issuance
      (5) Work Order Number (if applicable)
      (6) CITY representative identified on the Purchase Order
      (7) CONTRACTOR’s remit address for payment
      (8) Description of services billed under Invoice
      (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
      (10) Total Billed to Date under Agreement

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) **Email.** Submit email invoices and any attachments to:

    apinvoices@cityofsacramento.org

(2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

    A/P PROCESSING CENTER
    CITY OF SACRAMENTO
    915 I ST FL 4
    SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the 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.
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] X_____ Not furnish any facilities or equipment for this Agreement;
or

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

Form Approved by City Attorney 2-14-2017

Exhibit C - Page 1
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities
performed by or on behalf of CONTRACTOR, its sub-consultants, and 
subcontractors, products and completed operations of CONTRACTOR, its sub-
consultants, and subcontractors, and premises owned, leased, or used by 
CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than 
one million dollars ($1,000,000) per occurrence. The policy shall provide 
contractual liability and products and completed operations coverage for the term 
of the policy.

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

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

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

(3) **Excess Insurance:** The minimum limits of insurance required above may be 
satisfied by a combination of primary and umbrella or excess insurance coverage; 
provided that any umbrella or excess insurance shall contain, or be endorsed to 
contain, a provision that it shall apply on a primary basis for the benefit of the 
CITY, and any insurance or self-insurance maintained by CITY, its officials, 
employees, or volunteers shall be in excess of such umbrella or excess coverage 
and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability 
Insurance** with limits of not less than one million dollars ($1,000,000). The 
Workers’ Compensation policy shall include a waiver of subrogation in favor of the 
CITY. If no work or services will be performed on or at CITY facilities or CITY 
Property, the CITY Representative may waive this requirement by selecting the 
option below:

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

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

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

(5) **Professional Liability Insurance** providing coverage on a claims made basis for 
errors, omissions, or malpractice with limits of not less than one million 
($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:
Is ___ X ___ Is not ______ [check one] required for this Agreement.

If required, such coverage must be continued for at least 1 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

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

F. **Subcontractors**

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

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assigns 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
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the "LBE Requirements"), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)
EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute "public works" under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as "Public Work"), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   ________________________________
   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   *To be completed by the City Representative if this Agreement is for the performance of any Public Work:*

   Contractor DIR registration #: __________________________

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant’s current DIR registration number.
3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 et seq., which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.
ATTACHMENT 1
TO
EXHIBIT A

Scope of Services

The Employment, Classification and Development division of City of Sacramento Human Resources Department offers this agreement for Citywide use by various divisions for executive recruitment services. Contractors selected in this award will be part of a cadre of contractors, “Preferred Executive Search Partners”, for the delivery of as-needed executive recruitment services for various departments throughout the City of Sacramento. The City makes no guarantee as to the number of projects, if any, that may be awarded to the Contractor.

The City reserves the right to augment the Preferred Executive Search Partners list through additional sourcing events, as needed to meet the City’s hiring focus and recruitment goals.

The focus is to ensure a diverse pool of qualified candidates are well represented in every executive search conducted for the City of Sacramento. Diversity is defined to include, but not limited to: (1) fifty percent (50%) women (from all backgrounds) and (2) thirty percent (30%) race/ethnicity, LGBTQ, ADA-eligible, and veterans. A commitment to recruitment, sourcing, and outreach to diverse populations – and the intersections of these groups – is of paramount importance to leaders in the City of Sacramento.

Phase 1: Recruitment

The Executive Search Partner’s recruitment, sourcing, and outreach services should seek diverse qualified executive candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents.

As each specific recruitment project arises, firms selected as Preferred Executive Search Partners will meet with Human Resources and City representatives to conduct a needs analysis to understand the current issues, challenges, and opportunities that face the City and the prospective incumbent and learn the City Manager’s expectations regarding the knowledge, skills, and abilities sought in the ideal executive candidates. The Executive Search Partner will:

Develop an outreach and market strategy that will reach and attract a diverse applicant base that reflects the experience, leadership competencies, and background relevant to the position(s) by developing:
1. A focused and intentional outreach plan that includes communities and organizations of color; women’s organizations and networks; LGBTQ, dis/ability, and veterans’ groups;
2. An aggressive diverse advertising campaign that goes beyond and leverages traditional forms of outreach (webpage posts, job listing boards, conference calls, and social media);
3. A comprehensive brochure that will discuss the community, the organization, the department, values and commitment to diversity and inclusion, the position, and the compensation;
4. Develop a network to target companies that employ candidates situated in positions, similar to what is detailed by the job announcement;
5. Research directories, periodicals, the Internet and other resources to determine an advertising plan;
6. Conduct a phone bank of prospective applicants who may not be looking for a new job but may be convinced to apply when actively sought by the Executive Search Partner;
7. Document specific outreach to diverse networks and individuals;
8. If the initial candidate pool is not diverse, identify what specific measures the Executive Search Partner will undertake to determine what, if any, impediments there are for women, people of color, LGBTQ, ADA-eligible, and veterans from applying. The Executive Search Partner is expected to provide: 1) documentation outlining any specific barriers, considerations, and dynamics that prevent a diverse candidate pool and 2) recommend specific actions to be used that meet the diversity pool percentage requirement prior to advancing any candidates.

**Phase 2: Search Assessment of the Applicants to Advance to Candidacy**

Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process that identifies and measures that includes, but is not limited to, education, experience, desired skills and behaviors, leadership and management competencies, and communication styles. Approach should include using various evaluation tools:

1. Review and screen the resumes and cover letters submitted during the filing period;
2. Compare and validate applicant results;
3. Select the candidates who illustrate the best fit within the critical parameters of the position and contribute to the City’s commitment to diversity;

4. Provide a detail summary of the top candidates, including gender, accessing the strengths of individual candidates, and the diversity of the candidate pool;

5. Conduct interviews to evaluate the candidates and develop a diverse list of candidates to advance to the next phase of the process. [The size of the candidate pool should range from a minimum of five (5) to a maximum of ten (10) candidates];

6. Assessment and interview panel(s) will reflect the diversity of Sacramento;

7. At each stage of the interview process, the firm will present analysis of the strengths of the individual candidates and the diversity of the candidate pool.

**Phase 3: Candidate Assessment**

Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A competency-based oral selection tool for the City of Sacramento and specific to the position being recruited;

2. An Executive Assessment Center for the City of Sacramento and specific to the position being recruited;

3. Draft of the selection tools to be reviewed and approved by Human Resources;

4. Coordinate with Human Resources to create and distribute candidate packets;

5. Facilitation of the Qualification Appraisal Interview and conduct the Executive Assessment Center;

6. Perform an orientation session of the process for the panel members;

7. Direction over the flow of candidates throughout the assessment process;

8. Answer questions and assist the panel members throughout the assessment process;

9. Generate statistical results of the process, including assessment of diversity.
Phase 4: Leadership Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:
1. A formal assessment of the final two (2) candidates;
2. A psychological evaluation based on Industrial Psychologist best practices and standards to determine what each candidate’s emotional profile is likely to be and what motivates them to succeed;
3. Report of findings to the City of Sacramento Human Resources and to the candidates.

Phase 5: Hiring Interview
Based on the direction of the City of Sacramento Human Resources and City representatives the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates:
1. Coordination with Human Resources and appropriate City of Sacramento representatives to schedule hiring interviews.
2. Final candidate packet inclusive of results from the leadership assessment.

Phase 6: Feedback and Follow-up
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates the following for the duration of the recruitment:
1. Timely and accurate updates on the status to the search committee;
2. Handle all administrative details on the City’s behalf. Provide information to the candidates on their status throughout the process;
3. Upon the selection of a candidate, if the candidate is mutually interested, conduct a thorough background check and contact references able to provide insight into a candidate's abilities, achievements, and personal qualifications; and verify the candidate's educational background, technical experience, and career history;
4. Conduct an evaluation of the overall recruitment process, including (and documenting) outreach to diverse communities, organizations, and groups;
5. Submit a final report detailing the successes, the outcome, and recommendations for future projects.

Phase 7: Negotiations
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should:

1. Include detailed information on proposed method, evaluation tool, and process.
2. Serve as the representative for the City and represent the City’s interest advising both the candidate and the City regarding salary, benefits, and employment agreements.
Fee Schedule

The following tasks will be performed by the assigned recruiter. Our executive recruitment team members will serve as additional resources as needed. Our flat professional fee is based on an hourly rate of $125 per hour for an Executive Recruiter.

<table>
<thead>
<tr>
<th>Task/Consultant Role</th>
<th># of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase I. Develop Candidate Profile and Recruitment Strategy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 – Review and Finalize Executive Search Process and Schedule</td>
<td>6</td>
<td>$750</td>
</tr>
<tr>
<td>Tasks 2 &amp; 3 – Development of Candidate Profile and Recruitment Strategy</td>
<td>6</td>
<td>$750</td>
</tr>
<tr>
<td>Tasks 4 &amp; 5 – Develop Recruitment Brochure and Place Advertisements</td>
<td>6</td>
<td>$750</td>
</tr>
<tr>
<td><strong>Phase II. Recruitment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 – Identify and Contact Potential Candidates</td>
<td>30</td>
<td>$3,750</td>
</tr>
<tr>
<td>Task 2 – Resume Review and Screening Interviews</td>
<td>30</td>
<td>$3,750</td>
</tr>
<tr>
<td>Task 3 – Finalists Selected – Preparation and Provision of Final Report</td>
<td>20</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Phase III. Selection</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 – Design Selection Process</td>
<td>6</td>
<td>$750</td>
</tr>
<tr>
<td>Task 2 – Administer Selection Process</td>
<td>12</td>
<td>$1,500</td>
</tr>
<tr>
<td>Task 3 – Final Preparation for Appointment: Arrange Follow-up Interviews, Final Assessment Process, In-Depth Reference and Background Check</td>
<td>20</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Professional Fees Total</strong></td>
<td></td>
<td>$17,000</td>
</tr>
</tbody>
</table>

*Reimbursable Expenses*

Actual out-of-pocket expenses for such items as advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the City to ensure that the dollars being spent for expenses are in keeping with the City’s expectations. Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. The listed reimbursable expenses range includes a background check on the selected finalist candidate.
<table>
<thead>
<tr>
<th>Professional Fixed Fee &amp; Reimbursable Expenses*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services (Fixed Flat Fee)</td>
</tr>
<tr>
<td><strong>Reimbursable Expenses</strong></td>
</tr>
<tr>
<td><strong>Approximate recruitment costs include:</strong></td>
</tr>
<tr>
<td>- Brochure Design and Printing ($1,100)</td>
</tr>
<tr>
<td>- Advertising ($3,000)</td>
</tr>
<tr>
<td>- Background check for two candidates ($800)</td>
</tr>
<tr>
<td>- Hogan Reports ($400 per candidate)</td>
</tr>
<tr>
<td>- Other recruitment expenses such as supplies and shipping ($200)</td>
</tr>
<tr>
<td><strong>Not-to-Exceed Total</strong></td>
</tr>
</tbody>
</table>

The fee for an assessment center process is typically an additional **$4,000**.

*Professional fees and reimbursable expenses would be billed and paid monthly.*
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): ____________ Supplement/Addendum #: ______________
Assessor's Parcel Number(s): ______________________
Contract Effective Date: 06/30/2019 Contract Expiration Date (if applicable): 06/30/2024
$ Amount (Not to Exceed): $ 500,000.00 Adjusted $ Amount (+/-): ______________
Other Party: CPS HR Consulting, Koff & Associates, WBCP, The Hawkins Group
Project Title: Citywide Executive Recruitment Services
Project #: ______________________ Bid/RFQ/RFP #: P19081041002
City Council Approval: YES if YES, Council File ID#: 2019-00855

Contract Processing Contacts
Department: Human Resources Project Manager: Sally Ly
Contract Coordinator: Cynthia Sprenger Email: csprenger@cityofsacramento.org

Department Review and Routing
Accounting: ____________________________ (Signature) ____________________________ (Date)
Supervisor: ____________________________ (Signature) ____________________________ (Date)
Division Manager: _______________________ (Signature) 06/11/19
Other: ________________________________ (Signature) 06/14/19

Special Instruction/Comments (I.e. recording requested, other agency signatures required, etc.)

[ ] Recording Requested [ ] Other Party Signature Required

-----------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------------------------
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

Koff & Associates
2835 Seventh Street, Berkeley, CA 94710
Phone: 510.658.5633/Fax: 510.652.5633/Email: akramer@koffassociates.com

("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 the 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 the services: (a) CONTRACTOR notifies CITY and CITY agrees that the 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 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 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 CONTRACTOR to perform

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

5. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

6. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

7. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Agreement includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.

8. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. Exhibits. All exhibits referred to herein and attached hereto, and the "Requirements of the Non-Discrimination in Employee Benefits Code" and "Ban-The-Box Requirements" described above, 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: Shelley Banks-Robinson

Title: Director HR

For: Howard Chan, City Manager

APPROVED AS TO FORM:

______________________________
City Attorney

ATTEST:

______________________________
City Clerk

Attachments

Exhibit A Scope of Service
Exhibit B Fee Schedule/Manner of Payment
Exhibit C Facilities/Equipment Provided
Exhibit D General Provisions
Exhibit E Additional Requirements for Surveying, Material Testing, and Inspection Services
CONTRACTOR:

Koff & Associates

NAME OF

FIRM

Federal I.D. No.
61-1493064

State I.D. No.

1002488

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

CATHERINE KAWER, PRES.
Print Name and Title

Additional Signature (if required)

GEORGE S. KRAMER, CEO
Print Name and Title
EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sally Ly
915 I Street, Historic City Hall
Sacramento, CA 95814
Phone: 916-808-8907/Fax: 916-808-1907/E-mail: SLy@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Georg S. Krammer. Chief Executive Officer
2835 Seventh Street, Berkeley, CA 94710
Phone: 510-658-5633/Fax: 510-652-5633/Email: gkrammer@koffassociates.com

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

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

3. Conflict of Interest Requirements.

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

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

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

(3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

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

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

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code: ___ yes ___X___ 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, and as agreed by both parties in any valid purchase order. Each purchase order shall be incorporated in the Exhibit A by this reference.

5. **Time of Performance.** The services described herein shall be provided for the term of five (5) years.
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 and any valid purchase order(s), including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of all valid purchase orders.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

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

4. Payments to CONTRACTOR.

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, 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/Project Name
   (2) CITY's current Purchase Order Number
   (3) CONTRACTOR's Invoice Number
   (4) Date of Invoice Issuance
   (5) Work Order Number (if applicable)
   (6) CITY representative identified on the Purchase Order
   (7) CONTRACTOR's remit address for payment
   (8) Description of services billed under Invoice
   (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
   (10) Total Billed to Date under Agreement

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

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 the 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 the 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 the 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 the 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.
EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  X____ Not  furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [list, if applicable]:
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

   A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

   B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

   C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

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

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign any competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

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

   A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

   B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

   C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

      (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

      (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities...
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

(3) **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

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

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

“\[I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.\] ________ (CONTRACTOR initials)"

(5) **Professional Liability Insurance** providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:
Is _____ X _____ Is not ______ [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. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

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

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In
all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other
default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

20. **Local Business Enterprise Participation Requirements.** If the Request for Qualifications or Request for Proposals issued for this Agreement included Local Business Enterprise Participation Requirements (the “LBE Requirements”), CONTRACTOR shall comply with the LBE Requirements, which are by this reference incorporated as if set forth fully herein. The LBE Requirements also can be viewed at:

   [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)
EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

Land surveying, material testing, and inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Sacramento City Code, including the following requirements:

1. **Workers’ Compensation Certification.** If this Agreement is for the performance of any Public Work, in accordance with California Labor Code section 1861 the Contractor shall sign the following certification:

   I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

   ________________________________
   Contractor Signature

2. **DIR Registration.** California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

   **To be completed by the City Representative if this Agreement is for the performance of any Public Work:**

   Contractor DIR registration #: ________________________________

   Prior to the performance of Public Work by any subcontractor or subconsultant under this Agreement, Contractor shall furnish City the subcontractor or subconsultant's current DIR registration number.
3. **Payment of Prevailing Wages.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is more than $25,000, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of California Labor Code section 1770 et seq., which require, among other things, that the Contractor and subcontractor(s)/subconsultant(s) pay not less than the prevailing rate of wages for Public Work, as determined by the Director of the California DIR pursuant to Labor Code section 1773. For any Public Work performed under this Agreement, Contractor and every subcontractor or subconsultant shall maintain payroll records and submit certified payroll records and other labor compliance documentation electronically to City staff when and as required by City. In addition, Labor Code section 1771.4 requires the Contractor and any subcontractor or subconsultant performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner.

This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in Labor Code section 1771.4. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code sections 1726, 1741, 1771.5, and 1775, and City Code section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the contracts staff for the City Department issuing this Agreement.

4. **Apprentices.** If this Agreement is for the performance of any Public Work, and the amount of the Agreement is $30,000 or more, the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement shall comply with Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5. **Working Hours.** If this Agreement is for the performance of any Public Work, Contractor and any subcontractor or subconsultant performing any Public Work shall comply with, and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Work.

6. **Subcontractors.** The Contractor shall include these provisions in every subcontract or subagreement for every lower-tier subcontractor or subconsultant performing Public Work under this Agreement.
Scope of Services

The Employment, Classification and Development division of City of Sacramento Human Resources Department offers this agreement for Citywide use by various divisions for executive recruitment services. Contractors selected in this award will be part of a cadre of contractors, “Preferred Executive Search Partners”, for the delivery of as-needed executive recruitment services for various departments throughout the City of Sacramento. The City makes no guarantee as to the number of projects, if any, that may be awarded to the Contractor.

The City reserves the right to augment the Preferred Executive Search Partners list through additional sourcing events, as needed to meet the City’s hiring focus and recruitment goals.

The focus is to ensure a diverse pool of qualified candidates are well represented in every executive search conducted for the City of Sacramento. Diversity is defined to include, but not limited to: (1) fifty percent (50%) women (from all backgrounds) and (2) thirty percent (30%) race/ethnicity, LGBTQ, ADA-eligible, and veterans. A commitment to recruitment, sourcing, and outreach to diverse populations – and the intersections of these groups – is of paramount importance to leaders in the City of Sacramento.

Phase 1: Recruitment
The Executive Search Partner’s recruitment, sourcing, and outreach services should seek diverse qualified executive candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents.

As each specific recruitment project arises, firms selected as Preferred Executive Search Partners will meet with Human Resources and City representatives to conduct a needs analysis to understand the current issues, challenges, and opportunities that face the City and the prospective incumbent and learn the City Manager’s expectations regarding the knowledge, skills, and abilities sought in the ideal executive candidates. The Executive Search Partner will:

Develop an outreach and market strategy that will reach and attract a diverse applicant base that reflects the experience, leadership competencies, and background relevant to the position(s) by developing:
1. A focused and intentional outreach plan that includes communities and organizations of color; women’s organizations and networks; LGBTQ, dis/ability, and veterans’ groups;
2. An aggressive diverse advertising campaign that goes beyond and leverages traditional forms of outreach (webpage posts, job listing boards, conference calls, and social media);
3. A comprehensive brochure that will discuss the community, the organization, the department, values and commitment to diversity and inclusion, the position, and the compensation;
4. Develop a network to target companies that employ candidates situated in positions, similar to what is detailed by the job announcement;
5. Research directories, periodicals, the Internet and other resources to determine an advertising plan;
6. Conduct a phone bank of prospective applicants who may not be looking for a new job but may be convinced to apply when actively sought by the Executive Search Partner;
7. Document specific outreach to diverse networks and individuals;
8. If the initial candidate pool is not diverse, identify what specific measures the Executive Search Partner will undertake to determine what, if any, impediments there are for women, people of color, LGBTQ, ADA-eligible, and veterans from applying. The Executive Search Partner is expected to provide: 1) documentation outlining any specific barriers, considerations, and dynamics that prevent a diverse candidate pool and 2) recommend specific actions to be used that meet the diversity pool percentage requirement prior to advancing any candidates.

Phase 2: Search Assessment of the Applicants to Advance to Candidacy
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process that identifies and measures that includes, but is not limited to, education, experience, desired skills and behaviors, leadership and management competencies, and communication styles. Approach should include using various evaluation tools:
   1. Review and screen the resumes and cover letters submitted during the filing period;
   2. Compare and validate applicant results;
3. Select the candidates who illustrate the best fit within the critical parameters of the position and contribute to the City’s commitment to diversity;
4. Provide a detail summary of the top candidates, including gender, accessing the strengths of individual candidates, and the diversity of the candidate pool;
5. Conduct interviews to evaluate the candidates and develop a diverse list of candidates to advance to the next phase of the process. [The size of the candidate pool should range from a minimum of five (5) to a maximum of ten (10) candidates];
6. Assessment and interview panel(s) will reflect the diversity of Sacramento;
7. At each stage of the interview process, the firm will present analysis of the strengths of the individual candidates and the diversity of the candidate pool.

Phase 3: Candidate Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A competency-based oral selection tool for the City of Sacramento and specific to the position being recruited;
2. An Executive Assessment Center for the City of Sacramento and specific to the position being recruited;
3. Draft of the selection tools to be reviewed and approved by Human Resources;
4. Coordinate with Human Resources to create and distribute candidate packets;
5. Facilitation of the Qualification Appraisal Interview and conduct the Executive Assessment Center;
6. Perform an orientation session of the process for the panel members;
7. Direction over the flow of candidates throughout the assessment process;
8. Answer questions and assist the panel members throughout the assessment process;
9. Generate statistical results of the process, including assessment of diversity.
Phase 4: Leadership Assessment
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that identifies and measures the following, but not limited to:

1. A formal assessment of the final two (2) candidates;
2. A psychological evaluation based on Industrial Psychologist best practices and standards to determine what each candidate’s emotional profile is likely to be and what motivates them to succeed;
3. Report of findings to the City of Sacramento Human Resources and to the candidates.

Phase 5: Hiring Interview
Based on the direction of the City of Sacramento Human Resources and City representatives the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates:

1. Coordination with Human Resources and appropriate City of Sacramento representatives to schedule hiring interviews.
2. Final candidate packet inclusive of results from the leadership assessment.

Phase 6: Feedback and Follow-up
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should include detailed information on proposed method, evaluation tool, and process, that demonstrates the following for the duration of the recruitment:

1. Timely and accurate updates on the status to the search committee;
2. Handle all administrative details on the City’s behalf. Provide information to the candidates on their status throughout the process;
3. Upon the selection of a candidate, if the candidate is mutually interested, conduct a thorough background check and contact references able to provide insight into a candidate’s abilities, achievements, and personal qualifications; and verify the candidate’s educational background, technical experience, and career history;
4. Conduct an evaluation of the overall recruitment process, including (and documenting) outreach to diverse communities, organizations, and groups;
5. Submit a final report detailing the successes, the outcome, and recommendations for future projects.

Phase 7: Negotiations
Based on the direction of the City of Sacramento Human Resources and City representatives, the Executive Search Partner’s proposal should:

1. Include detailed information on proposed method, evaluation tool, and process.
2. Serve as the representative for the City and represent the City’s interest advising both the candidate and the City regarding salary, benefits, and employment agreements.
Fee Schedule

Our professional lump-sum, Not-To-Exceed fees for executive search services at the City of Sacramento all reflect a discount to thank the City for its ongoing business and support over the course of recent years.

Please note: we do NOT charge hourly rates for any recruitment work; all expenses are built into our flat, lump-sum all-inclusive fees.

- C-Level or Senior/Executive Level Recruitments: $24,000 - $30,000
  (Dept. Directors; Police or Fire Chiefs, City Manager, Asst. City Mgr.)
- Mid-Level Management Recruitments: $20,000 - $24,000
  (Assistant Dept. Manager, etc.)
- Lower-Level Management Recruitments: $17,000 - $20,000
  (Supervisors, etc.)

These fees include our professional fee and the expenses we anticipate as stated below.

Expenses include newspaper, Internet and journal advertisements, recruitment brochure set-up and printing, postage, telephone, background, security and credit check, clerical support, and consultant travel (any cost for candidate travel will not be borne by K&A).

We would expect the following method of payment:

1. Completion of all advertising efforts: 25% of professional fee
2. Completion of application review: 25% of professional fee
3. Completion of entire interview process: 25% of professional fee
4. Once offer of employment is made: 25% of professional fee