

**CITY OF RICHMOND
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

A California [] corporation, [] limited liability corporation [] general partnership, [] limited partnership, [] individual, [] non-profit corporation, [] individual dba as [specify:] _____, [] other [specify:] _____

2. **Term.** The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City's Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title:

By: _____

I hereby certify that this Contract has been approved by City Council.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and

**EXHIBIT A
SERVICE PLAN**

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:



City of Richmond

Workforce Analysis

PROPOSAL / MARCH 17, 2023





Making our world better

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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A. RESPONDENT COVER LETTER

March 17, 2023



Ms. Nickie Mastay, Deputy City Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

Subject: Proposal for Workforce Analysis

Dear Ms. Mastay:

We are pleased to submit this proposal for a Workforce Analysis for the City of Richmond (City). Our focus has always been to help local government clients solve their financial, organizational, and technology challenges. We appreciate the opportunity to submit our proposal, which has been developed to provide the City with concise yet thorough information that introduces our approach to staffing analyses.

Raftelis was established in 1993 to provide financial and management consulting services of the highest quality to local governments and utilities and has been performing staffing and workload studies since 2010. The Raftelis brand strengthened with the 2020 acquisition of The Novak Consulting Group (TNCG), which deepens our management consulting expertise specific to local governments. We believe our firm offers the City several distinct advantages:

- **A workable and insightful approach:** Our team's approach specifically addresses the City's needs and will help develop a best practice-level plan to align staffing in City departments with current and projected future workload needs. The City's desire for gained organizational/operational efficiencies and effectiveness is the exact type of consulting work our firm performs.
- **An experienced team who knows challenges and opportunities faced by local governments:** We are skilled professionals with direct experience in all facets of local government and utility operations. We work solely for local governments and utilities, and many of our team members were local government leaders in some of the best organizations across the country. Our team members understand what is

required to deliver effective public services. Our project manager is located in Los Angeles and familiar with California local government, having served herself.

- **Personal service from senior-level consultants:** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While some firms may assign your business to junior-level people, we offer exceptional service from senior-level consultants.

The proposal price will be valid for a period of at least 180 days. All elements of the City's RFP have been reviewed and are understood. We intend to perform the services as outlined in this proposal.

We are proud of the resources that we can offer and welcome the opportunity to assist the City in this engagement. If you have any questions, please do not hesitate to contact our Organizational Assessment Practice Lead using the following contact information. She is authorized to represent the firm.

Michelle Ferguson, Vice President – Organizational Assessment
Phone: 828.777.6588 / Email: mferguson@raftelis.com
445 S. Figueroa Street, Suite 1925, Los Angeles, CA 90071, 213.262.9300

Sincerely,



Julia Novak
Executive Vice President

B. BACKGROUND AND PROJECT SUMMARY SECTION

Background and Project Summary Section

In response to a report by the California State Auditor, the City of Richmond is seeking a professional consultant to assist with a workforce analysis of City departments to determine appropriate staffing levels to maintain current and future service levels, assess the ongoing need for existing vacant positions, and ensure succession planning is maintained.

Our team has extensive experience working with local government clients, including many in California and the Bay Area. Our focus is on providing solutions that work within the available resources and culture of the organizations we assist. The most innovative solutions in the world are valueless if they cannot be implemented. We pride ourselves on our ability to listen, analyze, and work with our clients to find not just a random selection of best practices taken from a manual, but real solutions that can be implemented effectively. We are pleased that our prior engagements have resulted in corresponding actions by our clients to implement the recommendations that we have jointly developed.

One of our strengths is the ability to build on existing capabilities and resources and to help organizations see things from a different perspective. We do this by listening to our clients and really understanding what they have to say. We do not operate with a pre-packaged set of recommendations, and we diligently work to avoid trying to fit our clients into a standard mold. We do not offer “cookie cutter” recommendations but those that are realistic for implementation in your unique context.



We are excited about the opportunity to assist the City proactively plan and prepare for the future. We understand the importance of respecting the staff who are in place to serve the public and will work collaboratively develop recommendations for improvement. Without this, implementation of recommendations and lasting improvements are not typically successful. We believe this intentional approach, coupled with our extensive expertise in all facets of public operations, makes us uniquely qualified to assist the City on this project within the timeframe requested.

C. METHODOLOGY SECTION

Project Plan

The project plan provided below was developed to meet the City's specific goals for this work. Throughout the project, Raftelis will conduct ongoing project management and administration. The Project Director and Project Manager will plan, coordinate, monitor, and control all project tasks in concert with all other appropriate project team members. By keeping all activities coordinated, the team can adhere to the agreed upon project schedule.

Credibility is crucial for building consensus and support for implementing the recommendations of a study. The fastest way for the City to lose credibility with your stakeholders is to provide information that is incomplete or incorrect. The City must have total confidence that the information provided by the consultant is as accurate as possible.

Raftelis has developed a Quality Assurance (QA) process that consistently results in accurate deliverables of the highest quality. Each QA process is tailored to the specific project, but there are a number of common elements such as senior-level participation, outside perspective, and involvement from project initiation. The QA process that we will implement as part of this project embodies these elements. We have found that a well-defined process ensures that our work products will be of the highest quality and meet or exceed the standards that our clients expect from Raftelis.

The success or failure of any consulting engagement is defined by the effectiveness of communications between the client and consultant and among the project team members. A cornerstone of Raftelis' success is our commitment to regular, fully transparent, and highly effective communications with each client, as well as within our project teams. Our team members are former local government employees who understand the nuance required in the public sector, and we are skilled at communicating in a manner that achieves the project goals.

THE FOLLOWING DETAILS THE PROPOSED WORK PLAN.

Activity 1: Begin and Manage Engagement

We will begin this engagement by conducting a kick-off meeting with the City Manager and Deputy City Manager to discuss the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and weaknesses of current City processes, structure, and operations, and other issues that may be relevant to our work.

Next, we will meet with the City's Department Directors as a group to discuss process steps and timeline, and to begin to engage them in the process. We will ask about their perspectives on organizational strengths and opportunities with regard to staffing levels.

Our team will provide the City with a detailed document and data request for relevant background information to inform our work. We will provide a shared online drive into which City staff can easily upload documents. Such documents will include the State Auditor's Report, City budget, organizational charts, labor agreements, workload volume or annual reports, department work plans, City strategic plans or goals, prior customer surveys (if any), and more.

Throughout the project, we will provide the City with regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products.

DELIVERABLES: Kick-off meeting agenda, draft and final project schedule, and document/data request

Activity 2: Understand Context

In order to understand the City's current operating context, our team will interview key City staff in each department. We will first meet with each department's management team to develop a general understanding of operations and, in particular, workload and staffing level concerns. We will discuss potential retirements and future initiatives or workload factors that could impact staffing levels.

Our team will evaluate the organization and its structure to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the agencies as well as how they integrate with the overall structure of your government. We will assess workflow within and across department divisions to assess workflow efficiency.

Raftelis will prepare a service level matrix which inventories the department's core services and the current resource level provided by the City, levels of service, current staffing levels (both in-house and contracted), as well as identified strengths, weaknesses, opportunities, and challenges for each service.

DELIVERABLES: Service level matrix

Activity 3: Analyze Staffing

Starting with the service level matrix prepared earlier, we will review each department's programs against its core services and operational requirements. We will assess and project the workload for each program now and into the future, and identify any gaps between

desired service levels and current staffing levels. We will analyze staffing ratios, assignments, and workflows. Some of the items to be considered include:

- The use of external contracts/consultants as staff augmentation
- The number of vacancies and need for the positions to be filled
- Overtime usage
- Succession planning needs
- The ratio of management to non-management staff
- The ratio of administrative support to other staff
- The potential use of technology to automate manual work
- Work assignments and division of work across existing staff capacity
- Ability to meet performance standards and levels of customer satisfaction

These factors, among others, will be considered to determine the most efficient and effective staffing levels for each work unit in order to meet the City’s desired levels of service.

Activity 4: Prepare Preliminary Observations and Recommendations

At this point in the project, our project team will have conducted interviews, service level matrix review, staffing level assessment, and data and document review in order to draft preliminary observations and recommendations for the City, including recommended staffing levels for each department.

We will review our preliminary observations and recommendations with department leadership and City management. Based upon feedback received, additional follow-up on issues or analysis will be conducted as needed in order to finalize our recommendations.

DELIVERABLES: Preliminary observations and recommendations

Activity 5: Prepare Project Report

Once recommendations are finalized, our team will prepare a comprehensive draft report for the City. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for each City department. The draft report will be provided to the City for review and discussion.

Based upon feedback received, we will perform any necessary follow-up work and finalize the report.

DELIVERABLES: Draft and final report

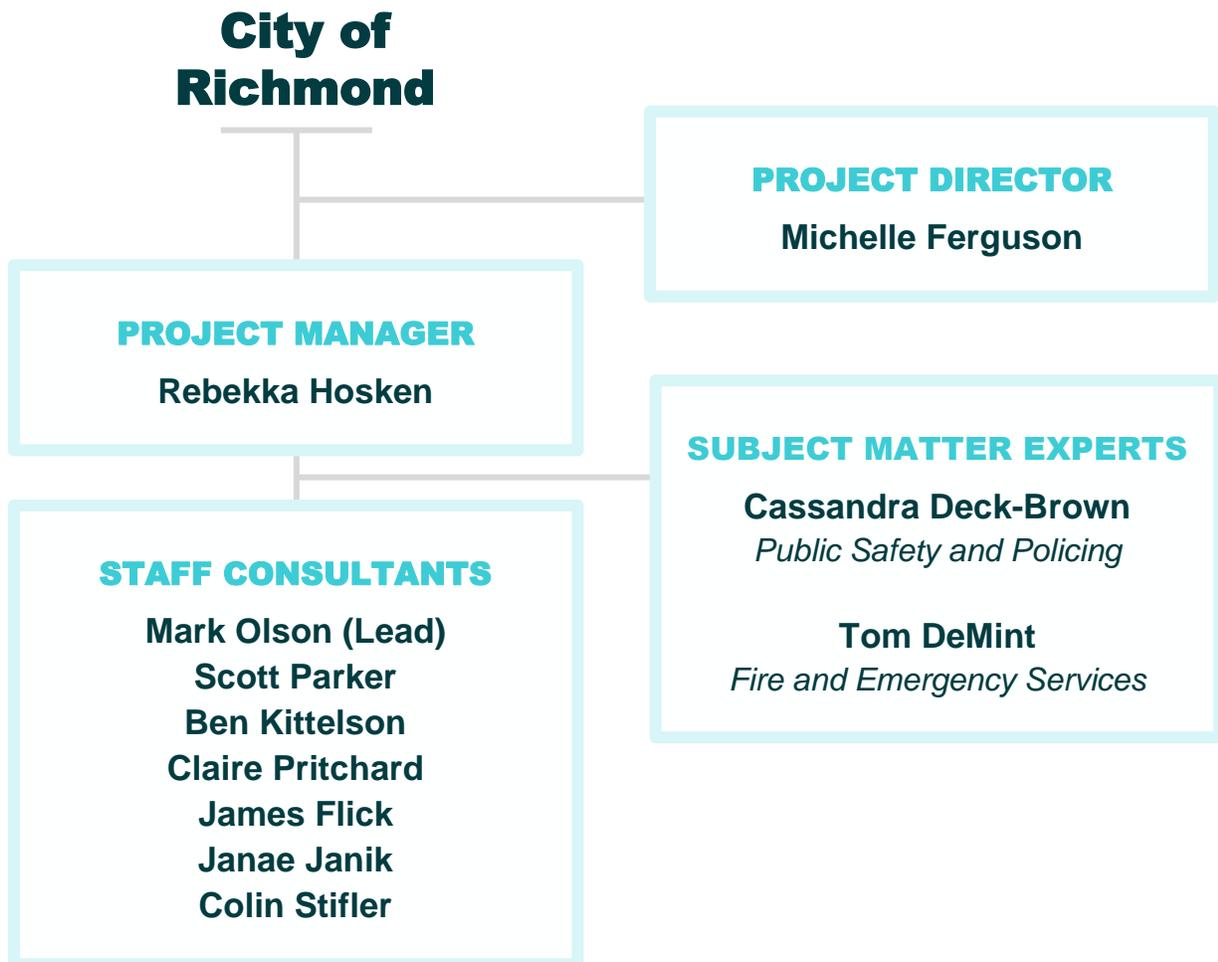
D. STAFFING AND TIMELINE

Staffing

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY’S PROJECT.

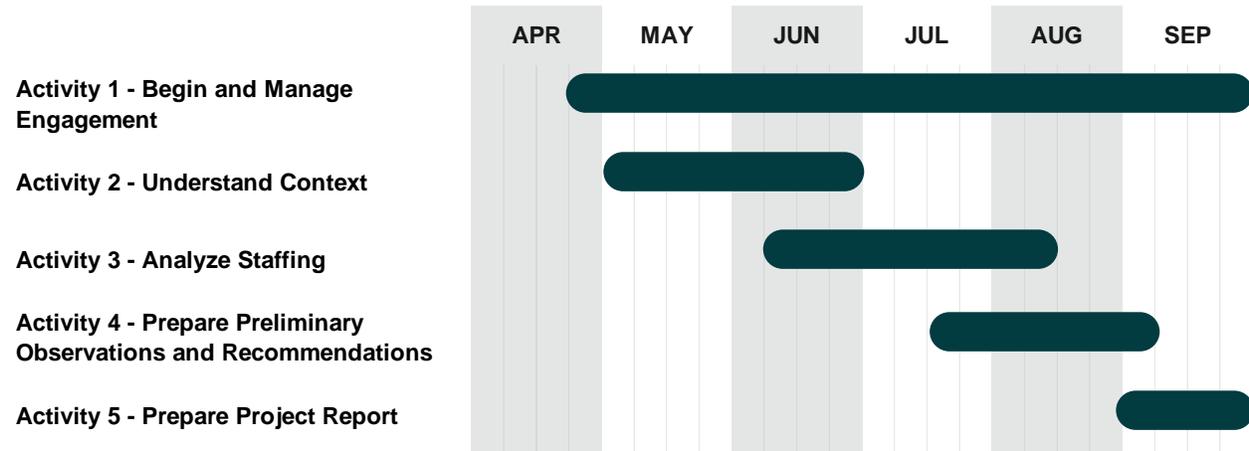
Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

An organizational chart of our project team is as follows. Our Project Manager, Rebekka Hosken, is located in Los Angeles and is a former California government employee, familiar with state laws. Several of our team members have performed similar work in California. No subconsultants are proposed for this work. Resumes for all team members are provided in Appendix A: Resumes.



Timeline

A proposed project schedule is provided below, showing a breakdown by project activity. We expect to refine and finalize this with the City during Activity 1.



E. FIRM QUALIFICATIONS

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek. *Raftelis has been in business for 28 years and performing staffing studies for over 13 years.*

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients

now have the expertise of more than 140 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.

RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 140 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.

DECADES OF COLLECTIVE EXPERIENCE: Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to police chief.

PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS: You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

NICHE EXPERTISE: Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

Experience

RAFTELIS HAS ONE OF THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,500 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,000 financial, management, and/or technology consulting projects for over 600 public-sector agencies in 46 states, the District of Columbia,

and Canada. Raftelis has assisted hundreds of local governments across the country. In many instances, we have worked with organizations over multiple years and established long-term partnerships to build capacity and lasting improvements throughout an organization. We have become trusted advisors to these local governments, as outlined in the following references.

City of Charleston SC

Reference: Susan Poteat, Director of Process and Service Improvement

80 Broad Street, Charleston, SC 29401

P: 843.577.1381 / E: poteats@charleston-sc.gov

Project Dates: 2018 – present

Contract Amount: \$250,000 (2019 annual contract)

Key Staff: Novak (Project Director), Ferguson (Project Manager), Ingram (Staff Consultant), Kittelson (Staff Consultant), Teal (Staff Consultant), Pritchard (Staff Consultant)

Since 2017, our team has had the privilege of working alongside the City of Charleston (City) under a multi-year contract to conduct a series of organizational and structural assessments as part of the City’s Innovation and Process Improvement initiative.

Projects for the City have largely focused on organizational assessment and improvement, best practices evaluation, benchmarking, and development of future state recommendations to ensure effective and efficient progress toward organizational objectives and excellence in customer service. The Raftelis team has led staff interviews and process improvement exercises, reviewed and recalculated technical review committee submittal fees, and developed clear, actionable, and implementable recommendations for the City of Charleston.

Implementation support was provided where requested. This process continues to provide ongoing support and accountability as the organization moves through the implementation of recommendations. Implementation of key improvement strategies has occurred at many levels throughout the City, allowing the organization to make tremendous progress in instilling a culture of continuous improvement.

Key projects completed to date have included the following:

- Workforce Profile & Employee Survey
- Technical Review Committee Process Assessment
- Environmental Services & Fleet Assessment
- Special Events Process Review
- IT Governance
- Public Services Organization Structure Assessment
- Parks Department Staffing Study
- Purchasing Review

- Payroll Process Assessment
- Construction Permitting Performance Assessment
- Minutes Benchmarking Research
- Housing Substantial Rehabilitation Process Improvement
- Workforce Profile & Employee Survey
- Affordable Housing Best Practices
- Fire Marshal Division Assessment

In addition, Raftelis is proud to have developed BRIDGE Academy for the City. BRIDGE Academy is a four-day on-site process improvement and innovation training and development program created for the City of Charleston, SC. The program provides cohort-based training for City staff on process improvement and innovation tools and concepts, developed through an equity lens. BRIDGE Academy is aimed at increasing organizational capacity and developing a citywide environment that fosters innovation and creative and equitable problem-solving.

Pinellas County FL

Reference: Joe Lauro CPPB/CPPO, Director, Department of Administrative Services
315 Court Street, Clearwater, FL 33756

P: 727.464.4710 / E: jlauro@pinellascounty.org

Project Dates: January 2021 – May 2021

Contract Amount: \$78,800 (Parks and Conservation Resources Department)

Team Members: Ferguson (Project Director), Ingram (Project Manager), Kittelson (Staff Consultant), Parker (Staff Consultant), Olson (Staff Consultant), Pritchard (Staff Consultant)

Since 2014, Pinellas County (County) has hired the firm to conduct several operational assessments and to assist with improving efficiency and effectiveness. The firm has worked on several projects to conduct process and financial analyses on various departments and divisions.

In 2021, the County engaged the firm to complete an organizational assessment of the County’s Fleet Maintenance Division operations and practices. In 2020, Pinellas County Utilities (PCU) engaged Raftelis for a review of PCU business processes, particularly as related to engineering, customer service, maintenance, and water quality.

In 2021, Pinellas County again engaged Raftelis to conduct a service level and staffing assessment of the Parks and Conservation Resources Department (PCRD). The goal of this assessment was to identify the current service level for park maintenance, customer service/enforcement, and operations; compare services with best practices guidelines; and define the staffing and resources required to meet service level goals. The project team applied a multi-faceted analytical process that included extensive employee engagement,

best practices research, and workload and labor hour profile analysis. The project team completed management and staff interviews, focus groups, and site visits. A wide variety of data was analyzed to define, for each park and each park asset, the labor hours required to complete ongoing and recurring tasks and special projects. This was compared to the labor hours required to achieve existing service levels and account for employee leave and vacancies. Service levels were then compared against best practices guidelines from industry organizations, such as the National Recreation and Park Association (NRPA), and benchmark organizations that operate in a similar climate, provide comparable services, and strive for best practices service levels in the area of park maintenance, customer service, and enforcement. The focus of this best practices research was to utilize service level goals, rather than population size or form of government, as the most important comparative factor. This approach enabled the project team to clearly define the staffing levels required to meet best practices service levels and to clarify the most effective approach for the staffing gap.

City of Austin TX

Reference: Kerri Lang, Budget Officer

301 W. 2nd Street, Room 3, Austin, TX 78701

P: 512.974.2610 / E: kerri.lang@austintexas.gov

Project Dates: April 2020 – present

Contract Amount: \$134,800 (2020 annual contract)

Team Members: Ferguson (Project Manager), Ingram (Staff Consultant), Olson (Staff Consultant), Pritchard (Staff Consultant), Kittelson (Staff Consultant), Flick (Staff Consultant)

In April 2020, the City of Austin (City) engaged Raftelis in a multi-year contract to conduct a series of continuous improvement studies in consultation with the City's Office of Performance Management (OPM). The purpose of these studies was to identify specific strategies to improve the efficiency of municipal government operations and the value of government services delivered to the community. The City of Austin is the 11th largest city in the nation, characterized by an active community, vibrant entertainment and culture, stunning outdoor settings, and dynamic civic and social life. Committed to the mission of delivering the highest quality services in the most cost-effective manner, the City created the OPM in late 2015 to lead the City's continuous improvement work and seeks to enhance the community-government trust equation through a three-part integrated approach to performance excellence: 1) driving continuous improvement of overall organizational effectiveness and capabilities, 2) continuously striving to accomplish strategic goals, and 3) promoting and supporting organizational and personal learning.

For the first contract, our project team and OPM developed a formal project work plan that identified the scope and key objectives for a review of six City departments:

- Mobility Services
- Communications & Technology Management
- Building Services
- Human Resources
- Financial Services
- Communications & Public

For each of these departments, our project team was tasked with reviewing the value streams within the department, including service to customer departments, recommending enhancements to improve operations and cost-effectiveness, and assisting with implementation.

Subsequently, the firm conducted a series of additional projects, including:

- Development of Service Level Agreements between Building Services Department and customer departments
- Assessment of Financial Services Department IT operations to evaluate efficiency and service levels
- Creation of a Communication and Technology Management departmental strategic plan

City of Cedar Rapids IA

Reference: Chief Greg Smith, Fire Department

101 First Street SE, Cedar Rapids, IA 52401

P: 319.431.3807 / E: g.smith@cedar-rapids.org

Project Dates: September 2022 - Present

Contract Amount: \$75,500

Team Members: Ingram (Project Manager), DeMint (Subject Matter Expert), Flick (Staff Consultant)

The firm was engaged by the City of Cedar Rapids (City) to conduct a deployment analysis and operational review of the Cedar Rapids Fire Department (Department). The goal of this engagement is to identify opportunities for improved efficiency and effectiveness of operations, staffing, structure, technology, processes, and policies, as well as a review of staffing and deployment models, including the physical location of the City's fire stations. The comprehensive scope of work included assessing current Department operations, visiting each of the City's nine fire stations, interviewing staff in each, meeting with dispatch staff, and reviewing GIS mapping and response data. Raftelis reviewed the age, condition, and maintenance of all facilities and equipment. Raftelis is working now to finalize the draft report, including recommendations on staff deployment and organizational and operational improvement.

Brunswick County Public Utilities NC

Reference: John Nichols, Director, Brunswick County Public Utilities

250 Grey Water Road NE, Supply, NC 28462

P: 910.253.2653 / E: john.nichols@brunswickcountync.gov

Project Dates: March 2022 – March 2023

Contract Amount: \$66,500

Team Members: Ferguson (Project Manager), Kirsch (Staff Consultant), Kittelson (Staff Consultant)

The Brunswick County Public Utilities Department (Department) engaged Raftelis to assess the organizational structure, services provided, and staffing needs of the water and wastewater utilities. This work included evaluating organizational and operational processes and comparing Brunswick County to peer organizations. Raftelis interviewed staff within the Department, toured facilities, reviewed best practices, and collected data from six benchmark organizations. Recommendations were made to improve the effectiveness of the utilities through structure changes, additional capacity, as well as enhancements to performance management, work planning, and communication within the Department.

Guilford County NC

Reference: Jason Jones, Deputy County Manager

301 West Market Street, Greensboro, NC 27401

P: 336.641.3383 / E: jjones6@guilfordcountync.gov

Project Dates: November 2021 – June 2022

Contract Amount: \$64,500

Team Members: Ferguson (Project Manager), Teal (Staff Consultant)

In late 2021, Guilford County engaged Raftelis for an organizational assessment of its Human Resources Department (Department). The purpose of this assessment was to conduct an evaluation to improve the effectiveness of operations, staffing, technology, processes, and policies to support the HR Department's transition to be proactive and innovative and to meet current and future workforce demands. Our team interviewed Department staff, met with stakeholders and internal customers, reviewed a variety of data and information, researched industry best practices, and compared the County's HR operations with those in Durham, Forsyth, Mecklenburg, Orange, and Wake counties. Recommendations included staffing and structural changes, training and development improvements, and technology implementation.

F. COST INFORMATION

Cost Information

The total fixed fee for completion of the scope of work is \$199,500. This includes all professional fees and expenses. Of this amount, \$164,255 is for professional consulting services, and \$35,245 is for expenses, including travel, lodging, and other incidentals.

The table below shows estimated project hours by team member classification, resulting in total professional consulting costs. No subconsultants will be used for this work.

Team Member Classification	Activity 1	Activity 2	Activity 3	Activity 4	Activity 5	Total
Executive Vice President	2	2	2	2	2	10
Principal/Subject Matter Expert	4	40	14	4	4	66
Senior Manager	18	106	26	36	26	212
Senior Consultant	14	132	76	32	24	278
Consultant	4	64	24	16	12	120
Total Consulting Hours	42	344	142	90	68	686
Consulting Cost Per Activity (Hours x Rate)	\$10,860	\$84,090	\$33,740	\$22,380	\$16,950	\$168,020
Expenses	\$2,402	\$18,394	\$474	\$5,986	\$4,224	\$31,480
TOTAL COST	\$13,262	\$102,484	\$34,214	\$28,366	\$21,174	\$199,500

The table below shows hourly rates by project member classification. These rates will be fixed for work beyond the one-year contract.

Classification	Hourly Rate
Executive Vice President	\$350
Principal/ Subject Matter Expert	\$275
Senior Manager	\$285
Senior Consultant	\$225
Consultant	\$195

The City will be invoiced monthly as tasks are completed.

G. VALUE ADDED SERVICES

Value Added Services

Raftelis will apply a project approach, focusing on these specific objectives using our “Six R” approach. This involves soliciting and collecting information on City **Responsibilities**, **Resources**, **Requirements**, and **Results** in order to identify possible organizational and operational **Revisions** with an associated **Roadmap** to implement positive change. This approach is depicted in the following graphic.



Responsibilities – **What drives the need for your services?** It might be the organization’s vision or mission, Federal, State, or local ordinance, or community service standards or expectations. We review these drivers to better understand service level constraints and opportunities for change.

Resources – **What assets are available to achieve your responsibilities?** These may include time, human resources, staffing, management capacity, financial position, contractual services, technology, and equipment and facilities. We assess the adequacy of these resources based on the service level expectations.

Requirements – **What direction is provided to staff?** The method by which staff approach service delivery is often guided by laws, codes, policies and procedures, or informal mechanisms like past practices or on-the-job training. These sources provided staff with

direction on how they approach tasks and complete their work. We review these business processes to determine opportunities for improvement.

Results – What are the outcomes of your services? Our approach connects your responsibilities, resources, and requirements with the outcomes expected of your services. We assess measures of efficiency and effectiveness to assist in data-driven decision-making.

Recommendations – Are there opportunities for improvement? Based on our qualitative and quantitative analysis of your programs and services, we develop recommendations for improving organizational performance. These changes can range from high-level considerations (i.e., should we be in this business) to strategic issues (i.e., should we consider alternative service sources) to tactical issues (i.e., how can we improve the productivity, efficiency, and effectiveness of the activity or service).

Roadmap – How do we get there? We develop a plan that will guide the organization through the implementation of the recommendations for improvement. The Roadmap offers the recommended priority order of implementation, suggestions for phasing, and key milestones for success. The Roadmap also serves as a valuable tool for the organization as well as the community to promote accountability and communicate progress toward implementation.

H. RESPONDENT ASSIGNMENT OF SUB-CONTRACT

Respondent Assignment of Sub-Contract

Raftelis acknowledges that the resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City of Richmond. If Raftelis intends to subcontract any portion of the resulting contract, we must describe our process for selecting such subcontractor(s) and the quality control measures that Raftelis will employ to ensure that any subcontractor complies with the provisions of Respondent's contract with the City.

I. PREVIOUS CONTRACTS WITH THE CITY OF RICHMOND

Previous Contracts with the City of Richmond

Raftelis has not been contracted to do business with the City of Richmond in the last 3 years.

J. EXCEPTIONS TO THIS REQUEST FOR PROPOSALS

Exceptions to this Request for Proposals

We request that the City consider making the following modifications, shown in red below, to the Standard Contract. Please contact us if you have any questions or concerns about these modifications.

EXHIBIT D GENERAL CONDITIONS

3. City Property. . . Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data. **Nothing contained herein shall be deemed a transfer, assignment or divestiture by Consultant of its trade secrets, know-how or intellectual property.**

Explanation: To make clear that we are not selling our trade secrets or intellectual property.

4. ~~Patents, Trademarks, Copyrights and Rights in Data~~. Strike All.

Explanation: This Section is inapplicable to our work. It is more applicable to an engineering or construction contract. We cannot assign our trade secrets and intellectual property. Correspondingly, the City has no need for it unless it intends to enter the business of municipal management consulting.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations.

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession **prevailing at the time and place the services are performed**. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.

Explanation: This change makes the statement of our professional standard of performance legally correct.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may, **after written notice and a reasonable opportunity to cure such failure or violation**, immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

Explanation: We should have notice of our failure or violation and a reasonable opportunity to cure such failure or violation.

15. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers (the "Indemnified Parties") from and against **any and all** claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including **without limitation** attorney's fees and costs and expert witness fees), judgments, penalties, and liens **of every nature** resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage **arises out of or is in any way connected with** **caused by the negligence, gross negligence or willful misconduct by Contractor in** Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Contract, **after written notice and a reasonable opportunity to cure**, or its **failure to comply with violation of any current or prospective applicable** law, regardless of Contractor's fault or negligence, including any of the same

resulting from the alleged or actual negligent act or omission of an Indemnified Party, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, their officers, agents, or servants.

Explanation: The changes make the indemnity insurable by our carrier.

19. Compliance with Laws. Contractor shall comply with all **applicable** federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws.

Explanation: The compliance requirement should be of applicable statutes, etc.

28. Confidentiality.

Except as required by court order, subpoena, legal process or applicable law, All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

Explanation: Court order, subpoena, legal process is an obligatory exception to a confidentiality provision.

K. STATEMENT OF IMPARTIALITY AND DISCLOSURE

Statement of Impartiality and Disclosure

Raftelis is not currently, and will not, during the performance of these services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with City of Richmond's interests.

APPENDIX A: RESUMES

Michelle Ferguson

PROJECT DIRECTOR

Vice President

ROLE

Michelle will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Michelle has nearly 25 years of management experience with and for local governments across the country. As organizational assessment practice leader for The Novak Consulting Group, Michelle spearheaded the work of nearly 200 local government reviews in some of the foremost governments across the country. Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to the structure, staffing, and processes within departments of all sizes.

As a Lean certified professional, Michelle excels at helping local governments continuously improve and rely on data to make informed choices about services to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery. Michelle is also a



Specialties

- Organizational assessment
- Staffing analysis
- Process improvement
- Performance management
- Capital planning
- Strategic planning
- Facilitation
- Community engagement

Professional History

- Raftelis: Vice President (2021-present), Senior Manager (2020-2021); Organizational Assessment Practice Leader, The Novak Consulting Group (2009-2020)
- Management Partners: Senior Management Advisor (2005-2009)
- Arlington County, Virginia: Assistant County Manager (2002-2005)
- City of Overland Park, Kansas: Assistant City Manager (1996-2002)

Education

- Master of Public Administration - University of Kansas (1998)
- Bachelor of Arts in Political Science - Loyola University, Chicago (1996)

Certifications

- Lean Certified

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has led strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

Michelle began her consulting career in 2005 following ten years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia. During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Before Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas.

Rebekka G. Hosken

PROJECT MANAGER

Senior Manager



ROLE

Rebekka will serve as the City's main point of contact for the project and will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 125 clients throughout the United States and Canada.

Rebekka served as finance director for the City of La Cañada Flintridge, California, a

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022)
- City of La Cañada Flintridge, California; Finance Director (2017-2020)
- City of Simi Valley, California; Budget Officer (2012-2017)
- City of Burbank, California; Senior Management Analyst (2010-2012)
- Management Partners; Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois; Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin; Assistant to the Mayor (1994-1996)
- Town of Lexington, Massachusetts; Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

contract city north of Los Angeles, responsible for accounts payable, receivable, budget, audit, and payroll. She automated several previously manual operations and identified and successfully obtained a State loan for the financing of the City's new city hall. Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's \$196 million annual budget and \$160 million capital improvement program.

Rebekka earned a master's degree in Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan – Ann Arbor. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.

SPECIALTIES

- Organizational assessment
- Budgeting and financial analysis
- Business process improvement
- Strategic planning
- Staffing analysis

Cassandra Deck-Brown

PUBLIC SAFETY SUBJECT MATTER EXPERT

Principal Consultant – Policing and Law Enforcement

ROLE

Cassandra will provide input and guidance as a Subject Matter Expert for the policing and public safety components of this project.

PROFILE

Cassandra Deck-Brown led the Raleigh, North Carolina Police Department (RPD) as the Chief of Police. After 34 years of service navigating her way through the RPD ranks, Cassandra was often the first woman or the first African American to assume a role or obtain a rank. During her career, Cassandra implemented and oversaw high-profile initiatives and best practices including nationally recognized programs that embodied community engagement and law enforcement best practices. As a consultant, she helps to focus agencies nationwide on reimagining policing in the 21st century.

Leading the RPD during a pandemic and period of civil unrest, she directed numerous projects that were wellness-based, or which assessed police operations during civil unrest. In 2018, she launched a multi-year research project with a major academic institution to assess the organizational wellness of personnel via the use of virtual reality and scenario-based platforms. Cassandra also led an 18-month community engagement effort and testing initiative for the implementation of a \$4.7M body worn camera project. She



Professional History

- Principal Consultant - Raftelis (2021-Present)
- Police Chief – City of Raleigh, NC (2013-2021)
- Raleigh Police Officer - Various Ranks (1987-2021)
- Grants Manager – City of Raleigh Police Department (2002-2003)

Education

- Master of Public Administration – North Carolina State University (1995)
- Bachelor of Science in Criminal Justice – East Carolina University (1987)

Certifications

- Certified Instructor – NCDOJ (1995-Present)
- Leadership in Homeland Security – Harvard (2018)

Professional Memberships

- International Association of Police Chiefs (IACP)
- Major Cities Chiefs Association (MCCA)
- Police Executive Research Forum (PERF)
- National Organization of Black Law Enforcement Executives (NOBLE)
- National Executive Institute (FBI-NEI)
- Georgia-Israel Law Enforcement Exchange – Georgia State University (GILLEE)
- Anti-Defamation League (ADL)

travelled to Israel in 2017 as a member of a law enforcement delegation to promote community policing in a predominately military state.

In 2016, she partnered with an international research company to evaluate the racial disproportionality of traffic stops. She also had an active role in helping to create and develop the current City of Raleigh Strategic Plan. She established a Citizen's Police Academy and youth summit as well to reduce barriers between police and the community. With strategic planning on a department level and municipal level, she has effectively forecasted budget needs premised on crime data, predictive policing models, and Intelligence-Led Policing. Her leadership was instrumental in model policy formation for body worn cameras, understanding the LGBT community, unmanned aerial systems and community policing, and designing a state of the art 60,000 square foot training facility and police museum. With executive oversight, she directed an organizational health and wellness program and developed services for the greater community specific to homelessness and mental health.

Cassandra is a nationally-known speaker regarding public safety and has made many presentations including "Recruiting and Retaining Female Leaders" at the Axon Accelerate Conference; "Grace, Grit and Resolve," at the IIR and Valor Webinar; "Leading in a Crisis," for the United Nations Council of Women; "Four US Police Chiefs on the Need for Change," on CBS This Morning with Gayle King; "Leveling the Playing Field," at the NOBLE Conference; "Community Engagement," at the 2018 IACP Conference, "Breaking the Glass Ceiling," for the NBC-Megyn Kelly Today" Show, and "Addressing the Homeless and Mental Health," with Victor Blackwell for CNN.

SPECIALTIES

- Policing and public safety
- Law enforcement policy formation
- Community engagement
- Personnel management
- Crisis Management

Tom DeMint

FIRE AND EMERGENCY SERVICES SUBJECT MATTER EXPERT

Principal Consultant – Fire and
Emergency Medical Services

ROLE

As Fire and Emergency Services Subject Matter Expert, Tom will work at Rebekka's direction to provide input and technical guidance for the project.

PROFILE

Tom DeMint was the fire chief of the Poudre Fire Authority (PFA) in Fort Collins, Colorado from June 2011 to June 2021. He is respected as an effective leader that is driven, versatile and enthusiastic. As a highly experienced trainer, teacher and mentor, focused on continued growth and improvement, Tom saw the PFA receive accreditation from the Commission of Fire Accreditation International (CFAI) twice, reduced the community's ISO rating, developed two strategic plans, implemented collective bargaining, opened new stations and innovated new services, and led the initial responses to COVID-19 pandemic. Tom has broad experience with emergency management as he led the PFA through the two largest wildfires in Colorado history (the High Park and Cameron Peak Fires) as well as the devastating floods of 2013. Aware of current local social, economic, and political priorities, Tom has been a reliable, efficient, resourceful, innovative, proactive, and responsive leader. He reported directly to the Poudre Fire Authority Board of Directors, the Fort Collins City Council, and the Poudre Valley Fire Protection District Board of Directors. Tom is



Education

- Bachelor's Degree in Public Administration – Regis University
- Associates of Applied Sciences, Paramedic – Pratt Community College
- National Fire Academy Executive Fire Officer – United States Fire Administration
- Center for Public Safety Chief Fire Officer Designation

Professional History

- Consultant – Raftelis (2022 to Present)
- Consultant – Emergency Services Consultants International, Chantilly, VA (2021-2022)
- Fire Chief – Poudre Fire Authority (2011-2021)
- Shift Battalion Chief – Poudre Fire Authority (2005-2011)
- Training Chief – Poudre Fire Authority (2003-2005)
- Strategic Plan Coordinator – Poudre Fire Authority (2002-2003)
- Assistant Fire Marshall – Poudre Fire Authority (1998-2002)
- Captain – Poudre Fire Authority (1997-1998)
- Firefighter – Poudre Fire Authority (1998-1998)
- EMT/Paramedic – Stormont Vail, Topeka, LS & Poudre Valley Hospital (1977-1988)

Past President of the Colorado State Fire Chiefs (CSFC).

For five years, Tom served as the President of the Board of Directors for the Front Range Fire Consortium Authority, overseeing fire recruit and incumbent training for fire departments throughout Northern Colorado, Wyoming, and Montana. Tom is the former Co-Chair of the Fort Collins 9-11 Memorial fund raising committee and member of the Fort Collins Fire Museum Committee. He has conducted classes on fire prevention and fire code instruction in the United States, the Middle East, and the Caribbean.

Tom is a member of the International Association of Fire Chiefs (IAFC), National Fire Protection Association (NFPA), Metro Fire Planners, and in the past has been active in the Fire Marshals Association of Colorado, the International Code Council, and Partnership for Aging Friendly Communities. He is recognized as a Credentialed Chief Fire Officer by the Commission on Professional Credentialing and is a Level 1 Peer Assessor for the CFAI.

SPECIALTIES

- Fire Department and Emergency Medical Services assessment
- Consolidation/shared services evaluation
- Staffing studies
- Fire service funding and budgeting
- Fire service response and deployment

PROFESSIONAL MEMBERSHIPS

- International Association of Fire Chiefs (Missouri Valley Division)
- National Fire Protection Association
- Metro Fire Planners
- Fire Marshals Association of Colorado
- Commission on Professional Credentialing – Level 1 Peer Assessor
- Colorado State Fire Chiefs

Mark Olson

STAFF CONSULTANT - LEAD
Senior Manager



ROLE

Mark will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables. He will assist Rebekka in leading the consulting team.

PROFILE

Mark brings 30 years of consulting and local government service to the team. As a consultant, Mark's work includes financial and management audits, organization and management consulting, productivity and benchmarking studies, and cost analysis and process improvement projects for state and local governments.

His clients have ranged from large state agencies to small, independent local governments across the nation. Areas of work include financial and operational reviews in a wide variety of service areas. He employs a collaborative approach with clients in developing information, assessing alternatives, and producing solutions. Mark also uses a variety of tested study approaches that are customized to meet the particular objectives of the project or client.

Whether the project takes the form of a comprehensive government review or a single agency review to meet a variety of project purposes, Mark has led or participated in these reviews in virtually every area of government service provision at the local level. In addition to

comprehensive government reviews, Mark has led multiple-agency reviews to identify

Professional History

- Raftelis: Senior Manager (2021-present); Manager (2020)
- DuPage County, Illinois Health Department: Chief Financial Officer/Director of Business Resources (2014-2020)
- Financial, Operations and Management Consulting (1997-2014)
- Forest Preserve District of DuPage County: Budget and Management Coordinator (1994-1997)
- Illinois Department of Transportation: Budget Development Coordinator (1991-1994)
- Illinois Office of Management and Budget: Capital Program Analyst (1988-1991)

Education

- Master of Arts in Public Policy - University of Chicago (1998)
- Bachelor of Arts in Sociology - University of Illinois at Urbana-Champaign (1985)
- Bachelor of Arts in Political Science - University of Illinois at Urbana-Champaign (1985)

Professional Memberships

- Government Finance Officers Association (GFOA)
- Institute of Management Accountants

opportunities for shared services or alternative service delivery. These projects have included emergency communications reviews, inter-jurisdictional service sharing, and consolidation.

Mark earned a master's degree in public policy studies with an emphasis on financial and operations analyses from the Harris Graduate School of Public Policy Studies at the University of Chicago. Mark also holds a bachelor's degree in political science and a bachelor's degree in sociology from the University of Illinois at Urbana-Champaign.

SPECIALTIES

- Local government budgeting and financial management
- Strategic and tactical planning
- Organizational assessment
- Business process improvement
- Change management

J. Scott Parker

STAFF CONSULTANT
Senior Manager



ROLE

Scott will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

Scott has over 20 years of experience in local government, utility management, and private consulting. Prior to joining Raftelis, he served as the Asset Manager for KC Water in Kansas City, Missouri. Before KC Water, he served as the Assistant Director for Public Works in both Olathe and Lenexa, Kansas, where he led the finance, data management, solid waste, field operations (streets, utilities, traffic), and communications divisions, and managed multiple Police, Parks, and Fire Department capital projects. He also has private consultant experience providing capital planning, financial analysis, data system, asset management, and interim-executive services to Ft. Smith, Arkansas; Jackson, Mississippi; and Kansas City, Kansas, all of whom had signed Federal Consent Decrees with the Environmental Protection Agency (EPA).

Scott's wide range of experience has given him extensive leadership and technical expertise in the fields of asset management, information technology, general management, and operations in multiple domains. As an Asset Management practitioner, Scott has used his understanding of the field to design teams that combine the best theoretical concepts of asset management with the opportunities and cultural circumstances specific to the organizations for which he has worked. He has extensive experience with all elements of utility capital

Professional History

- Raftelis: Senior Manager (2022)
- KC Water: Utility Officer – Asset Manager (2018-2022)
- Burns and McDonnell: Engineering Manager (2015-2018)
- City of Olathe, KS: Assistant Director of Public Works (2011-2015)
- City of Lenexa, KS: Assistant Director of Public Works/Assistant to the City Manager (2006-2011)
- Budget and Finance Analyst, City of Kansas City, Missouri (2003-2006)
- L.P. Cookingham Management Fellow, City of Kansas City, Missouri (2002)

Education

- Master of Public Administration – University of Missouri (2004)
- Master of Arts, History – University of Arkansas-Fayetteville (2000)
- Bachelor of Arts in History - Graceland University (1997)

Professional Memberships

- Institute of Asset Management
- Water Environment Federation
- American Water Works Association
- Water Research Foundation

planning, financing, and project delivery. He has spoken at several national conferences on asset management and utilities management.

Scott earned a Masters degree of Public Administration from the University of Missouri, Masters degree of Arts from University of Arkansas-Fayetteville, and a Bachelors of Arts from Graceland University.

SPECIALTIES

- Asset Management for utilities and local governments
- Capital Planning, Budgeting, and Implementation
- Data Strategic Planning, Management and Governance
- Business Risk Exposure (BRE) and Decision Support System (DSS) methodologies for infrastructure
- Data Analytics and Business Intelligence standards
- Business Process Modeling
- Performance Management (measurement, dashboarding, etc.)
- Organizational Design and Capacity Building
- Utility Governance

Ben Kittelson

STAFF CONSULTANT Senior Consultant



ROLE

Ben will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

Ben began consulting in 2019 after seven years of direct service to local governments on the East and West Coast. Most recently, Ben worked for the Budget and Management Services Department in the City of Durham, North Carolina. He worked on the annual budget and the community-wide strategic plan. He completed revenue projections for sales tax and water sales, assisted with financial planning for affordable housing, and led community engagement efforts designed to inform the City's budget process. Ben also started an innovation partnership program with local technology startup companies.

As a Senior Consultant, Ben has worked on dozens of projects across the country evaluating local government operations and identifying actionable recommendations. Ben has assessed a wide variety of local government operations including public safety, public works, utilities, parks, human resources, and development review. He has analyzed staffing levels and organizational structure, created process

Specialties

- Budgeting and financial analysis
- Organizational assessment
- Strategic planning
- Innovation
- Staffing analysis

Professional History

- Raftelis: Senior Consultant (2022-present) Consultant (2020-2021); Consultant, The Novak Consulting Group: (2019-2020)
- City of Durham, North Carolina: Senior Budget and Management Analyst (2016-2019)
- Guilford County, North Carolina: Budget and Management Analyst (2014-2016)
- City of Gresham, Oregon: Intern (2014)
- Oregon Metro: Intern (2014)
- City of West Linn, Oregon: Intern (2013-2014)
- City of Beaverton, Oregon: Intern (2012-2013)

Education

- Master of Public Administration - Portland State University (2014)
- Bachelor of Arts in Politics and Economics - Willamette University (2012)

Professional Memberships

- Engaging Local Government Leaders (ELGL): Board of Directors (Chair)
- North Carolina Local Government Budget Association (NCLGBA)
- Strong Towns

maps, and developed recommendations based on the unique environment and infrastructure needs of the community. Ben is skilled at connecting operational and staffing needs with the strategic priorities of the organization, service levels, and community expectations. He has also assessed employee satisfaction and workplace culture using qualitative and quantitative methods.

Ben began his career in the Portland, Oregon region, where he served the Cities of Beaverton, West Linn, and Gresham, as well as Metro, the regional government for the Portland area. Ben expanded his experience in the Budget, Management, and Evaluation Department in Guilford County, North Carolina.

Ben is a founding member of Engaging Local Government Leaders (ELGL). Ben earned a master's degree in public administration from Portland State University and a bachelor's in politics and economics from Willamette University.

Claire Pritchard

STAFF CONSULTANT Senior Consultant



ROLE

Claire will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

Claire began her consulting career following five years of service with Dakota County, Minnesota, where most recently she held the position of assistant to the county manager. While with Dakota County, Claire coordinated the County's legislative agenda, assisted in the development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a consultant, Claire has worked on organizational and staffing analyses for communities around the country. She has developed staffing models for clients to predict future staffing needs based upon a variety of workload driver assumptions.

Claire has also assisted in developing financial models to analyze revenue and expenditure trends, as well as conducted detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community-based surveys. Claire has conducted several best practice and benchmarking research projects and has

Specialties

- Organizational assessment
- Staffing analysis
- Survey and data analysis
- Best practice and benchmarking research

Professional History

- Raftelis: Senior Consultant (2023-present); Consultant (2021-2022); Associate Consultant (2020-2021); Associate Consultant, The Novak Consulting Group (2018-2020)
- Dakota County, Minnesota: Assistant to the County Manager (2013-2017)
- National Association of Regional Councils: Policy Intern (2012)
- Congressional Research Service (2010-2011)

Education

- Master of Public Policy - University of Chicago (2013)
- Bachelor of Arts in Political Science - University of Chicago (2009)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)
- International Facility Management Association (IFMA)

assisted in the creation of strategic planning and implementation deliverables.

As a student at the University of Chicago, Claire served as a policy intern with the National Association of Regional Councils, where she developed an educational program on the work of regional councils. She was also the associate editor for international development for the Chicago Policy Review.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.

James Flick

STAFF CONSULTANT
Senior Consultant



ROLE

James will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

James has over 10 years of organizational leadership experience, including five years in local government. Most recently, James served as the Director of Economic Development and Public Information Officer for Deerfield Township in Warren County, Ohio. Previously, he was a Development Officer and oversaw the Policy and Communication Division for the Department of Community and Economic Development at the City of Cincinnati.

James' areas of expertise include economic development, project management, and performance measurement. In addition, he is a skilled communicator, analyst, and creative problem solver.

During his tenure at Deerfield Township, James worked closely with entrepreneurs looking to start a business, assisted existing companies with relocations and expansions, and managed development projects of varying scales. He also served on the Executive Board of the Warren County Small Business Development Alliance.

At the City of Cincinnati, James was instrumental in developing strategic plans to

Specialties

- Organizational assessment
- Strategic Planning

Professional History

- Raftelis: Senior Consultant (2021-present)
- Northern Kentucky University: Adjunct Instructor (2017-2021)
- Deerfield Township, Ohio: Economic Development Director/Public Information Officer (2018-2021)
- City of Cincinnati: Development Officer /Interim Division Manager, Policy and Communication (2016-2018)
- Cushman and Wakefield: Vice President of Research and Marketing (2010-2016)

Education

- Master of Public Administration – Northern Kentucky University (2010)
- Bachelor of Arts in Political Science – Eastern Michigan University (2006)

Professional Memberships

- Economic Development Finance Professional Certification (NDC)

address smart city initiatives, small business growth, retail revitalization in the urban core, and foreign direct investment.

James has presented at several state and regional conferences on smart cities, data and demographics, and economic development's relationship to parks. He is also an Adjunct Instructor for the Northern Kentucky University Master of Public Administration program, where he teaches Community Development, Public Policy, and Budgeting.

James earned a bachelor's degree in political science from Eastern Michigan University and a master's degree in public administration from Northern Kentucky University.

Janae Janik

STAFF CONSULTANT Consultant



ROLE

Janae will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

Janae began her consulting career following 12 years of service with the City of San Diego Superior Court. Her expertise lies in the areas of process improvement, strategic planning, program implementation, and workforce planning and support. She is an innovative problem solver who maximizes the usage of technological solutions.

As a Budget and Finance Analyst with the City of San Diego, Janae assisted in the development of a \$200-million-dollar annual budget, developed forecasting models for future revenue and expenditures, and conducted financial trend analysis of payroll and benefit costs for over 1,200 employees.

Janae is well-versed in the creation of strategic plans and managing high visibility projects with cross-functional impacts. During her tenure as a Court Operations Supervisor, she managed the transition to virtual court proceedings during the COVID-19 pandemic to allow remote access to justice for community members. Other notable projects included re-allocating available resources to maintain services following staffing reductions, authoring standard operating procedures to share best practices throughout the organization, and developing a new electronic system for filing

Specialties

- Organizational assessment
- Process improvement
- Strategic planning
- Program implementation
- Performance management
- Forecasting
- Data analysis

Professional History

- Raftelis: Consultant (2022-present)
- Wells Fargo: Senior Technology Business Systems Consultant -- Contractor (2022)
- San Diego Superior Court: Budget & Finance Analyst (2021-2022); Court Operations Supervisor (2018-2021); Courtroom Clerk (2016-2018); Court Administrative Clerk (2013-2016); Court Operations Clerk (2010-2013)

Education

- Master of Business Administration – Western Governors University (2015)
- Bachelor of Science in Television, Film & New Media – San Diego State University (2010)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

documents to reduce case processing times and improve customer experience. Janae was instrumental in identifying continuous process improvement opportunities that drove operational efficiencies and reduced costs.

Janae began her career at the Superior Court working in various customer service and administrative roles aimed at improving case processing times and providing quality service to members of the San Diego community.

Janae earned a master's degree in business administration and strategic management from Western Governors University and a bachelor's degree in television and film from San Diego State University.

Colin Stifler

STAFF CONSULTANT Consultant

ROLE

Colin will work at the direction of Rebekka in conducting interviews, directing analysis, preparing recommendations, and drafting deliverables.

PROFILE

Colin brings diverse experiences in local government and management consulting to his projects and client relationships. He has participated in numerous organizational assessments and strategic planning initiatives for municipalities, counties, and public utilities across the United States. These engagements have involved individual department assessments and process improvement analyses, as well as organization-wide reviews spanning multiple departments.

Colin began his consulting career following six years of education, non-profit, and local government experience. Most recently, he worked for Wake County, North Carolina's Community Services Department, where he analyzed and helped implement policies spanning five County divisions and over 700 employees. Notable projects included creating an operational framework for an innovative environmental education facility, as well as identifying performance measures and supporting metrics for the County's library book selectors.

Prior to Wake County, Colin worked with the North Carolina Department of Environmental Quality, where he specialized in local



Specialties

- Organizational assessment
- Survey and data analysis
- Best practice and benchmarking research
- Program design and implementation
- Contracting and oversight

Professional History

- Raftelis: Consultant (2021-present);
- Wake County, North Carolina: Assistant to the Community Services Director (2021)
- North Carolina Dept. of Environmental Quality: Research Analyst (2020-2021)
- Fidelity Charitable: Senior Specialist (2017-2019)
- Gannan Normal University (China): Adjunct Professor (2015-2016)
- South Korean Ministry of Education: English Program Coordinator (2014-2015)

Education

- Master of Public Administration - University of North Carolina (2021)
- Bachelor of Arts in Philosophy - Miami University (2014)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

government solid waste and recycling issues. After helping dozens of counties and municipalities navigate contract disputes, Colin created an ideal contract template for local governments to use when outsourcing the collection and processing of recyclable materials. In his role with Fidelity Charitable, he coordinated multimillion dollar donations for prominent philanthropists. He began his career as an English teacher in South Korea and China.

Colin earned a bachelor's degree in philosophy from Miami University (Ohio) and a master's degree in public administration from the University of North Carolina at Chapel Hill.

APPENDIX B: REQUIRED FORM

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Raftelis Financial Consultants, Inc. (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

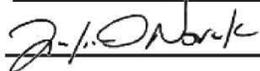
Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of March, 2023 at Los Angeles, California.

Printed Name: Julia Novak Title: Executive Vice President

Signed:  Date: March 17, 2023

Business Entity: Raftelis Financial Consultants, Inc.

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: _____ Department: _____
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, _____ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of
Richmond and

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of
Richmond and

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

Exhibit G
CITY OF RICHMOND
Sanctuary City Compliance
Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, 20____, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____