

**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

Matrix Consulting Group

**EXHIBIT A
SERVICE PLAN**

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

Matrix Consulting Group will work with the Project Manager or designees to produce a report that provides a thorough examination of the City of Richmond Fire Department's feasibility to transition from Basic Life Support (BLS) agency to an Advanced Life Support (ALS) agency as outlined in the project proposal submitted, attached hereto. See Exhibit A-1 for project proposal and deliverable.

**Proposal to Conduct an ALS/Paramedic First
Responder Feasibility Study**

RICHMOND, CALIFORNIA

February 20, 2024



Table of Contents

	Letter of Transmittal	i
A	Firm and Project Team	1
B	Workplan and Timeline	3
C	Project Cost	10



February 20, 2024

Michael Smith, Interim Fire Chief
Richmond Fire Department
440 Civic Center Plaza
Richmond, CA 94804

Dear Chief Smith:

The Matrix Consulting Group is pleased to provide you with our proposal to conduct an ALS/Paramedic First Responder Feasibility Study for the Richmond Fire Department. This proposal is based on our telephone conversation, our recent experience working with the City and Fire Department and our experience working with hundreds of fire departments in California and across the United States. Our firm was founded in 2003 and members of our team have over 30 years' experience in consulting and fire service management.

Our team's fire and emergency medical service analytical experience includes over 400 projects throughout the country, including the recent Emergency Services Study of the Richmond Police and Fire Departments in 2023. Sample assignments include (with California projects in **bold**):

Albany, California	Grants Pass, Oregon	Pacific Grove, California
Atherton, California	Huntington Beach, California	Palm Desert, California
Barnstable, Massachusetts	La Quinta, California	Placer County, California
Bellingham, Washington	Los Banos, California	Red Bluff, California
Big Bear, California	Mercer County, California	Reno, Nevada
Butte County, California	Milwaukee, Wisconsin	Sebastopol, California
Chelsea, Massachusetts	Monrovia, California	Vacaville, California
Dinuba, California	Monterey, California	Vernon, California
Dixon, California	Napa, California	West Sacramento, California

We are also conducting fire studies in **Morro Bay** and **Napa County (CA)**.

The following points characterize our approach to conducting fire staffing studies:

- All staff for our proposed team are extremely experienced, having themselves conducted up to hundreds of EMS and fire service studies.

Exhibit A-1

- The President of the firm, with more than 40 years of fire service analytical experience would manage the project.
- Our lead analyst, Robert Finn, has led the analysis of numerous fire department staffing studies across the Country. He has been with the firm for over 10 years.
- We are a 'fact based' firm providing detailed data collection and analysis.
- We obtain extensive input from 'stakeholders' in all our studies, including municipal managers and elected officials, EMS and fire service managers.
- We work closely with our clients through interim reports and review meetings.

If you have any questions, please do not hesitate to contact me at 650-858-0507 or via email at rbrady@matrixcg.net. I can also be contacted at the letterhead address.



Richard Brady, President
Matrix Consulting Group

A Firm and Project Team

This section of the proposal includes an introduction to the Matrix Consulting Group and provides a summary of our experience.

1 Introduction to the Firm

Founded in 2003, the Matrix Consulting Group was formed by senior government consultants who created it to pursue a service in which experienced people perform the work necessary to solve client problems and assisting them to prepare for the future. Our only business focus is the provision of organization and management analytical services to local government.

While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 400 fire and EMS service agencies in California and throughout the United States since being founded.

Our firm is incorporated in California and maintains offices in San Mateo and Irvine. As a national firm, we also have offices in Dallas (TX), Portland (OR), Edwardsville (IL), Fort Myers (FL), and Charlotte (NC). We currently have 25 full-time staff and 5 part-time staff.

2 Summary of Our Fire Service Consulting Experience

Our services in fire and EMS consulting are varied and include:

- Fire service staffing and deployment studies
- Master planning and strategic planning
- Standard of cover studies
- Feasibility assessments
- Implementation planning

Our fire and EMS service consulting experiences the past few years includes the following agencies, with California agencies in **bold**. Within our experience is a recent study we conducted of the **Richmond** Fire (and Police) Department.

Albany, California	Grants Pass, Oregon	Pacific Grove, California
Atherton, California	Huntington Beach, California	Palm Desert, California
Barnstable, Massachusetts	La Quinta, California	Placer County, California
Bellingham, Washington	Los Banos, California	Red Bluff, California
Big Bear, California	Mercer County, California	Reno, Nevada
Butte County, California	Milwaukee, Wisconsin	Sebastopol, California
Chelsea, Massachusetts	Monrovia, California	Vacaville, California
Dinuba, California	Monterey, California	Vernon, California
Dixon, California	Napa, California	West Sacramento, California

We are also conducting fire studies in **Morro Bay** and **Napa County (CA)**.

3 Project Team

We are providing Richmond with a senior team of consultants including the leadership of the firm and its public safety practice. The project team is the same one that conducted Richmond's Emergency Services Study in 2023 and has strong background knowledge of the emergency response system and issues facing the City in the transition to becoming an ALS/Paramedic first responder agency. The following is a summary of experience for the proposed project team.

- **Richard Brady**, President of the Matrix Consulting Group, has provided public safety consulting services to agencies for over 40 years. He was the project manager on the previous Richmond study.
- **Robert Finn**, a Senior Manager with over 10 years of consulting experience, who previously served as the Chief of the Southlake (TX) Department of Public Safety. He has experience with the Center for Public Safety Excellence (CPSE) serving as a peer assessor, team leader and technical expert. He served as the lead analyst on the 2023 Emergency Services study.
- **Terry Lewis**, a Manager, who has been a fire consultant for over 8 years. He also has previous experience at all levels of the fire service, including as Chief of the Henderson, KY Fire Department. He has experience with the CPSE serving as a peer assessor, team leader and agency mentor. He served as a project analyst on the 2023 Emergency Services study.
- **Ryan Peterson** is a Consultant with the firm that specializes in GIS and data analysis and the deployment options for properly locating fire stations. He served as a data analyst on the 2023 Emergency Services study.

B Workplan and Timeline

The following section contains information about our firm's approach to providing services like those requested by the City of Richmond, and a task plan outlining of the steps the project team will take to conduct and complete this staffing study. Following the task plan is a suggested schedule for completion of the study.

1 General Approach

Our place in the government consulting industry is based on our experience and our approach to project management and analysis. Our detailed approach to providing strategic planning consulting services is client centered, recognizing that each client environment is unique. Our methodology includes:

- Extensive interviews with staff and external stakeholders.
- Detailed understanding of the fire, rescue, and EMS operations through review of previous strategic plans, standards of cover documents, annual reports, etc.
- Collaboration with the client as the study proceeds, including obtaining buy-in from staff and stakeholders for our recommendations.
- Detailed reports that provide a discussion of our analysis, the recommendations developed, and an implementation plan to guide our client in making necessary changes over the planning horizon.

We are known for the depth and insight of our analysis and our client responsiveness. We believe very strongly in the science of our craft. As a result, we approach each project utilizing the following techniques as a baseline:

- **Project Management:** One critical success in conducting a strategic planning project in an efficient, timely, and effective approach to project management. The Matrix Consulting Group utilizes project management approaches that assures we have minimum impact on staff and their daily operations while providing effective coordination of the project.
- **Information Gathering:** Equally important to the success of the project are the methods we use to collect, analyze, and present information to formulate findings and develop and assure acceptance of recommendations. The Matrix Consulting Group has developed and fine-tuned over the years several information-gathering tools and techniques that enable us to gather information efficiently and quickly.

- **Interaction:** Continual communication between the client and project team is a critical component of this study. We will conduct numerous interviews with management as well as supervisory and line Fire Department staff and others in the City, as needed. Additionally, we will have ongoing communication with the Fire Department related to project status and review of project deliverables.
- **Quality Control:** Our project manager designs and personally reviews all interim and final products before they are delivered to the client. This is to ensure a quality document and that all services and analytical efforts outlined in our proposal have been fully completed.
- **Implementation:** Our projects result in implementable recommendations and solutions for our clients. We develop an implementation action plan that identifies the resources required for the implementation, degree of difficulty, and a time frame for successful implementation. The implementation action plan is critical, especially for recommendations that include significant capital and reoccurring costs.

Our approach to each project results in approximately 85% of recommendations being implemented.

Work Plan

Task 1 | **Initiate the Project and Document Fire and Emergency Medical Service Trends and Issues That Led to this Study.**

To develop the ALS/Paramedic feasibility study in partnership with the City of Richmond, the project team will first develop an initial understanding of the Department and its service environment, as well as seek input on existing service levels and potential issues from the City Manager, Department leadership and other key stakeholders identified. This will allow the project team to understand any staffing, deployment or operational changes that have occurred since the 2023 study.

This process includes the following elements:

- Interviews with the City Manager and elected officials, if desired, to obtain views on fire and EMS service issues and any critical issues surrounding the feasibility of an ALS/Paramedic first responder system. Other external stakeholders identified by the City and Department would also be interviewed.
- Interviews with the Interim Fire Chief and command staff in order to obtain their views on service issues and improvement opportunities in the department as well

as any critical service issues requiring discussion and understanding prior to the development of the implementation planning process.

- Interview County EMS officials to understand the elements required to transition from a BLS to ALS first responder.

These initial interviews will focus on determining individual attitudes toward current fire and EMS services in Richmond and organizational considerations, including:

- Adequacy of existing service levels, including responsiveness to the community.
- Ability to effectively recruit and retain staff.
- Issues relating to deployment and service consistency in the City.
- Other issues with respect to emergency medical and/or special operations.

The project team will also collect various documents, including departmental goals and objectives statements, as well as other organizational materials, the current strategic plan and budget documents.

TASK RESULT

Based on the results of these interviews and initial data collection, the project team will prepare a detailed project schedule and workplan to organize the project team responsibilities and timelines.

Task 2 | Review and Evaluate Relevant Data and Statistics.

The purpose of this task is to update our knowledge and understanding of the Fire and EMS systems and obtain the necessary data, knowledge and background to provide a framework for the current system demands and needs for the feasibility study.

Tasks associated with this objective would include a review of any and all current or historical documents, reports, and data necessary to understand the current clinical, operational and financial aspects of the Fire and EMS delivery system. At a minimum, this review will include:

- The geographical territory that comprises the current Fire and EMS service area.
- CAD data from 2022 and 2023 to allow a full understanding of call volume and duration of calls in Richmond and update of the information from the 2023 study.
- The current deployment and staffing of units provided by Richmond Fire, private

EMS and mutual aid partners.

- The current organizational makeup of the Richmond Fire Department including, facilities, apparatus, training of personnel and equipment along with the ability of the organization to effectively assume the responsibility of providing ALS EMS first responder services in the City.
- Current and trended budget data over the past three fiscal years to understand the current funding associated with providing services to the City.
- Relevant statutes, ordinances, regulations and contracts
- Current State and County regulations regarding providing ALS EMS first responder services and requirements needed for Richmond to fully comply with State Health regulations and County service requirements and any licensing requirements.
- Current initial and ongoing training requirements for both Basic Life Support and Advanced Life Support training levels in California and any special County required training requirements.
- The costs and revenues related to providing EMS first responder services.

TASK RESULT

This task will result in an update of the current situation in Richmond and examine the performance of the Fire/EMS system since the 2023 Emergency Services study.

Task 3 | **Analyze Options for Providing ALS/Paramedic First Responder Services**

By this point, the project team will be in position to fully examine the options available for Richmond to provide ALS/Paramedic First Responder Services, the project team will:

- Evaluate the current workload and unit utilization for providing EMS services currently in Richmond.
- Determine the number of first responder units and staffing required to meet the system demand.
- Fully analyze and evaluate the option integrating ALS/Paramedic first response as part of the existing Richmond Fire Department.

- Fully analyze any other system design that arises from background research and comparative analysis of surrounding communities in providing ALS/Paramedic first responder services.

TASK RESULT

The result of this task would be a full documentation of each of the options available for providing ALS/Paramedic first responder services in Richmond.

Task 4 | Develop Implementation Timelines

Once the work tasks noted above have been completed, the project team will develop implementation timelines for each of the service options. These will be in accordance with the State of California and Contra Costa County ALS license requirements. This will include the following elements:

- Development of specifications and equipment requirements for the ALS first responder apparatus to be Certified, licensed, and Classified as an ALS unit.
- Development of equipment, medication and supplies required on ALS units.
- Recruiting, hiring, and training requirements for each service option.
- Development and implementation of ALS protocols for patient care.

TASK RESULT

The result of this task would be a finalization of the mission, vision and values statements along with development of the final goals, objectives, key accountability and timing for the strategic goals to be included in the plan.

Task 5 | Develop Financial Estimates

In this task the project team will develop financial projections for each of the options and implementation strategies recommended for each of the service delivery options. This will include:

- Estimate potential revenue to be realized in each option.
- Estimated salary, benefit, and overtime costs of each option.
- Estimated cost for any required equipment, supplies, and medication.

- Estimated costs for any training required, both initial and continuing education.

TASK RESULT

The result of this task would be a full financial forecast for each ALS/Paramedic first responder service delivery option.

Task 6 | Develop the Draft and Final Reports

This task will focus on finalizing the elements needed to fully develop the ALS/Paramedic First Responder Plan, focusing on the organizational capabilities, challenges and goals and objectives for maintaining or improving the services delivered to the community. The Project Report and Implementation Plan will address each of the areas analyzed and discussed earlier in the project as well as examination of the following:

- Updating the current workload, performance, and system demand for EMS services.
- Comparative analysis to understand how similar communities are providing required ALS first responder services.
- Full analysis of options available to the City for providing ALS/Paramedic First Responder services.
- Implementation plan to show timelines and responsibility for implementing each of the possible options for providing ALS First Responder services.
- Fully detailed cost of any proposed costs or savings from the changes.

TASK RESULT

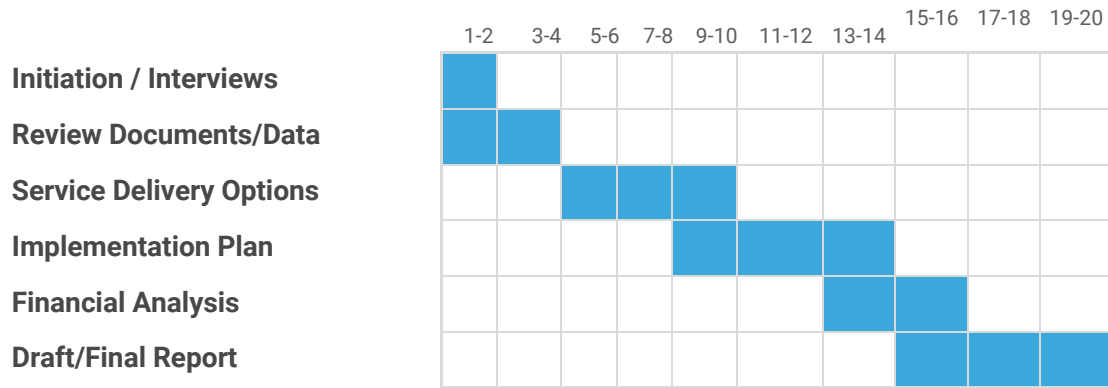
The results of this task would be draft and final reports, which would be submitted to the City for internal review and comment prior to making them final. Once finalized we would be prepared to make a presentation of the results of the study at a public meeting if desired.

Project Schedule

The table below displays the tentative schedule. The chart shows the sequencing of each proposed work task, the elapsed time it would take to complete each task. As can be seen from the chart, we are proposing that the study be completed in 20 weeks (approximately 5 months).

Exhibit A-1

Project Schedule of Project Tasks by Week



C Project Cost

The Matrix Consulting Group is proposing to conduct the ALS Feasibility Study at a not-to-exceed cost of **\$39,500**, as described below:

Task	Project Principal	Project Manager	Manager	Consultants	Total Hours	Total Cost
Initiation/Interviews	2	8	8	0	18	\$3,600
Review Documents/Data	2	8	24	8	42	\$7,000
Service Delivery Options	4	8	20	8	40	\$7,000
Implementation Plan	4	8	16	0	28	\$5,400
Financial Analysis	2	8	16	4	30	\$5,300
Draft/Final Report	4	16	24	8	52	\$9,400
Total Hours	18	56	108	28	210	
Rate Per Hour	\$300	\$200	\$150	\$125		
Professional Fees	\$5,400	\$11,200	\$16,200	\$3,500		\$36,300
Project Expenses						\$3,200
TOTAL COST						\$39,500

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount. We are also amenable to alternative invoicing arrangements.

**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 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 confidentially, 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):

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: _____

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.