

**CITY OF RICHMOND
STANDARD CONTRACT**

ATTACHMENT 1

Department:	City Project Manager:
City Project Manager E-mail:	City Project Manager Phone No:
Vendor No:	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, a municipal corporation (“the City”), and the following named Contractor:

Contractor Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

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 terminates _____ unless terminated earlier as set forth herein.

3. **Payment Limit.** City’s total payments to Contractor under this Contract shall not exceed \$_____ (“Contract Payment Limit”) unless a Contract Amendment has been approved by the City Council or City Manager. If this amount includes a contingency, Contractor acknowledges that any use of such contingency shall be for work beyond the original scope of services and requires prior written authorization by the City. If noted below, Compensation for work done under this Contract, shall not exceed as follows:

FY _____ total compensation shall not exceed \$_____

FY _____ total compensation shall not exceed \$_____

FY _____ total compensation shall not exceed \$_____

4. **Contractor’s Obligations.** Contractor agrees to perform all work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, in accordance with the Service Plan set forth in Exhibit A, attached hereto and incorporated herein.

5. **City Obligations.** City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D), which are attached hereto and incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any), which are attached hereto and incorporated herein.
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F), which are attached hereto and incorporated herein.
10. Sanctuary City Compliance Statement. This Contract is subject to the Sanctuary City Compliance Statement (Exhibit G), which is attached hereto and incorporated herein.
11. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,
a municipal corporation

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

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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

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

By: _____

By: _____

City Clerk

Title: _____

Date Signed: _____

Approved as to form:

By: _____

City Attorney

(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 Chief Financial Officer or Assistant Treasurer, or Secretary or Assistant Secretary)

LIST OF ATTACHMENTS:

Service Plan	Exhibit A
Payment Provisions	Exhibit B
Authorized Representatives and Notices	Exhibit C
General Conditions	Exhibit D
Special Conditions	Exhibit E
Insurance Provisions	Exhibit F
Sanctuary City Compliance Statement	Exhibit G

Contract No: _____

For the Contract between the City of
Richmond and

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

Public Safety Family Counseling Group, INC. (Consultant)

Exhibit A – Scope of Services

SCOPE OF SERVICES

The primary purpose of this service contract is the ongoing support, training, and oversight of the Richmond Police Department (Police) peer support team, Critical Incident Stress Management (CISM) programs, and facilitation of the emotional wellness of Police personnel while providing 24/7/365 response and support services to Police employees. All services listed herein are limited to the Richmond Police Department and Richmond Police Department employees except as listed in sections 3.3 and 3.4.

SERVICES

1. 24/7 On-Call/Standby Availability
 - 1.1. Consultant will be available 24 hours a day, 7 days a week for Crisis Response and Stabilization Services for Police Department personnel.
2. Unlimited Crisis Response and Stabilization services. Such services may include, but are not limited to critical incident stress debriefings, crisis management briefings, on-site response, crisis intervention, and in person consultation as necessary following extraordinary events encountered by Police's personnel or impacting the performance of Police personnel's duties. Crisis Response and Stabilization services also include Consultant's expert response to and intervention with personnel experiencing a suicidal crisis.
 - 2.1. Crisis Response and Stabilization Services may be rendered at Police's offices, in the field, at Consultant's offices, virtually, or any other location as deemed necessary, approved by, and agreed upon by Consultant and Police.
 - 2.2. In the event that Consultant is requested to respond to an active scene or incident, Police personnel shall accompany Consultant when requested.
 - 2.3. In the event of a catastrophic incident, loss of life, significant injury to personnel, or other major incident, Critical Incident Stress Management services will be extended to spouses and significant others of Police personnel.
3. Individual Crisis Stabilization and Counseling Services
 - 3.1. Consultant will provide Individual Crisis Stabilization and Counseling Services as requested for Police personnel, including 24/7 availability as needed.
 - 3.2. Consultant will provide first responder specialized support and individual crisis intervention and, as necessary, appropriate professional referrals to Police's employee assistance program or other suitable venue as necessary subject to the terms below.
 - 3.2.1. Individual crisis intervention is defined as up to twenty (20) one-hour, one-on-one crisis intervention sessions per year without the need for referral or authorization from Police. Such sessions may be provided either in-person at Consultant's offices or virtually as determined by the treating clinician and individual seeking services.

- 5.4. Unlimited telephone, email, and virtual consultations are provided as “Base Services” under this agreement.
6. Peer Support Team Member Services
 - 6.1. Consultant will provide four (4), one-on-one check-in appointments per year for each Police peer support team member, coordinator, and liaisons for the purpose of fostering professional wellness in their assigned role and to support positive wellness habits.
7. Training Services
 - 7.1. Introductory Program Presentations
 - 7.1.1. Consultant will conduct up to eight (8), introductory Police patrol briefing presentations for the purpose of introducing Consultant’s firm, services, and program goals. Consultant will solicit and compile peer support team member nominations following a blind nomination process as requested by Police.
 - 7.1.2. Police agrees to make arrangements for professional, non-sworn, and other administrative personnel to attend one of the aforementioned trainings.
 - 7.2. Command Presentation and Training
 - 7.2.1. Consultant will conduct one 1-hour presentation for Police Command Staff as requested in order to familiarize them with CISM and peer support team program goals and operations.
 - 7.3. Supervisory Presentation and Training
 - 7.3.1. Consultant will conduct one 2-hour presentation for Police first line supervisory staff as requested in order to familiarize them with identifying employees in crisis, CISM, and peer support team program goals and operations.
 - 7.4. Line Personnel Training
 - 7.4.1. Consultant will provide up to four (4), four-hour training blocks per year covering CISM, wellness, and resiliency for Police line level personnel.
 - 7.4.2. Training will be presented at Police facilities, or other suitable facilities arranged and paid for by Police, and may be open to outside agencies upon Police’s request with Consultant approval.
 - 7.5. Spouses Program Training and Consultation
 - 7.5.1. Consultant may provide up to two (2) four-hour training blocks during a Police Spouse’s Academy or Family Day event. Such training will be custom tailored to issues facing spouses or families and may include specialized topics as requested by Police.
 - 7.6. Regional Peer Support Continuing Education Training
 - 7.6.1. Participation in Regional Peer Support Continuing Education Training for all Police designated liaisons, coordinators, and peers is included as a Base Service.

7.6.2. Participating agencies share a rotating responsibility for hosting Regional Peer Support and Coordinator Meetings. Responsibility for hosting said trainings and meetings is split among participating agencies on a rotating basis.

7.6.3. Regional training may be offered in person or via a virtual electronic platform.

7.7. Peer Led Trainings

7.7.1. Upon request, Consultant shall design and supply two (2) 15-minute training programs designed to be presented by Police peer support team members during briefing or other short format gatherings. These training programs shall be designed to enhance resiliency, increase mental wellness, and/or address specific problems within the agency or industry as a whole (i.e., healthy alcohol consumption, dealing with personal crisis, available CISM resources). Consultant will train designated personnel in the delivery of this training program.

7.7.2. Upon request, Consultant shall design and supply one (1) Police new hire training and orientation program designed to be presented by peer support team members during the first few weeks of a new employee's orientation to the Police. These training programs shall be designed to increase stress awareness, understand the negative impacts of long-term stressors, enhance resiliency, increase mental wellness, orient new employees to peer support and other wellness resources within and outside of the agency, and/or address specific topics as requested by Police. Consultant will train designated Police personnel in the delivery of this training program.

7.8. Consultant will provide up to two (2) "Blue Sky" Strategic Planning Sessions per fiscal year. Blue Sky sessions may be utilized by any work group within the Police Department; however, they are highly recommended for Peer Support Team program planning and development.

7.9. All training requests must be submitted at least 90 days in advance.

8. Meetings

8.1. Consultant will help facilitate and attend regular peer support team meetings exclusively for Police's peer support team members. Said meetings shall be set up by a Peer Support Team Coordinator or Liaison and should occur once per quarter. These meetings may be held/attended in-person or virtually.

8.2. Consultant will help facilitate and attend Police peer support team coordinator and liaison meeting as requested. Said meetings shall be set up by a peer support team coordinator or liaison. These meetings may be held/attended in-person or virtually.

8.3. Consultant shall attend Police Command Staff meetings as requested for the purpose of discussing and making recommendations as to CISM, wellness, and peer support needs within the Department.

8.4. Consultant shall attend Police Supervisory Staff meetings as requested for the purpose of discussing and making recommendations as to CISM, wellness, and peer support needs within the Department.

- 8.5. Consultant may provide or attend additional Police meetings or other gatherings beyond those outlined above as requested by Police.
- 8.6. Consultant may prepare and provide presentations on topics of concern, within Consultant's specialty, as requested at any of the aforementioned meetings.
- 8.7. Having Consultant periodically attend Police Command and Supervisory meetings provides the opportunity to embed wellness and mental health resources within the culture of the Department thereby enhancing the acceptance and delivery of Consultant's resources. It also allows for the discussion of sensitive or challenging issues facing the Department, as well as the identification of future challenges. Clinical presence at the command level helps serve as a reminder of the importance of wellness and resiliency that can then be modeled to the rest of the Department in order to enhance and promote a culture of resiliency and wellness. Additionally, it allows for the presentation of current research, industry trends, and other pertinent information in a timely manner allowing for rapid implementation and response to emerging issues.

9. Policy Development and Review

- 9.1. Consultant will supply Police with a Sample Peer Support Policy and assist Police personnel with review and recommendations for creating a comprehensive Peer Support Team and CISM Policy.
 - 9.2. Police shall have their own City Attorney and/or risk manager review any recommended policy prior to implementation. Police is responsible for ensuring that any proposed policy is compliant with city, state, and federal law.
10. When Police requests services to be rendered onsite, Police shall make suitable space available to Consultant. When suitable space is not available, Police shall make other location arrangements appropriate for the services to be rendered.
 11. When Consultant is unavailable or unable to render services as indicated above, Consultant shall make necessary arrangements for referral to appropriate mental health professionals for coverage and make contact information available to Police personnel.
 12. Consultant shall not be responsible for computer, video, audio, or other technological needs for Police or Police's personnel to attend training or access services.
1. **ADDITIONAL SERVICE TERMS** Services may be rendered in-person, via telephone, email, or virtual platform based on the specific circumstances, nature, and needs of the service, Police, and Consultant. Response services shall be provided in-person except under extraordinary circumstances.
 2. Regional Peer Support Continuing Education Training may be provided in person or virtually and may be rescheduled, postponed, or cancelled for extraordinary events.
 3. In the extraordinary circumstance that Consultant is unavailable or unable to provide 24/7 standby/on-call availability, Consultant shall make necessary arrangements with appropriate mental health professionals for coverage and any expense incurred by Consultant in doing so shall be the sole responsibility of Consultant.

4. Copyright and Right of Use

4.1. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement shall be deemed the exclusive intellectual or otherwise licensed property of Consultant and Consultant shall retain all rights therein except where provided by a separate agreement.

5. Third Party Insurance Verification

5.1. Consultant shall not be required to comply with third-party insurance verification or compliance services. Consultant shall supply copies of required insurance to City prior to payment for City's review and acceptance. Specialized terms, clauses, language, or coverages are not available under this Agreement.

6. HIPAA Requirements

6.1. Confidentiality of Consultant's services and records are governed by State and Federal statutes, court decisions, ethical standards, and generally accepted business practices for their profession. Notwithstanding any other section of this Agreement, no record or other identifying information, including but not limited to HIPAA protected information shall be released without a valid court order, written authorization from the individual(s) affected by the information release, or other legal authority compelling release of such information. Additionally, compliance with any audit or inspection requirement contained herein necessitates an investment of Consultant's time, efforts, and resources in order to maintain the required confidentiality of records subject to audit or inspection and as such, shall be considered billable hours and compensated according to this Agreement. This section shall supersede all other sections and shall survive termination, cancellation, or expiration and remain in effect indefinitely.

7. Confidentiality of Consultant's Information

7.1. The terms of this Agreement are considered public information pursuant to the California Public Records Act (Government Code section 6250 et seq.). The Parties agree to exercise at least the same care, legal and professional standards, security, and confidentiality for any confidential information received from the other party as they would for their own confidential and protected information.

8. All services are subject to suitability for any given circumstance based on the professional clinical judgement of Consultant, in compliance with the Standard of Care, Professional Ethics, and legal standards of the Consultant's profession. Services may be adjusted, altered, or declined when/where deemed necessary based on the presenting circumstances and the servicing clinician's judgement. Alternative resources may be provided where appropriate.

8.1. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between Police and the third-party provider.

9. Billing and Invoices

9.1. Consultant shall endeavor to provide a monthly utilization statement to the Police no later than the 10th day of each month following the month in which services are provided. The utilization will include a description of services rendered and the date on which such services were

provided. Due to HIPAA restrictions individual client information will at no time be included in accounting information. Utilization statements shall be combined with monthly invoices for convenience.

- 9.2. Police shall ensure timely requests for and utilization of Consultant's services. Any services not utilized within any Calendar Year while this Agreement in effect are non-refundable and will be lost as of June 30th of each year this Agreement remains in effect. Failure of Police to utilize Consultant's services in a timely manner shall not be cause for a refund or extension of time.

Contract No: _____

For the Contract between the City of
Richmond and

**EXHIBIT B
PAYMENT PROVISIONS**

1. COMPENSATION TO CONTRACTOR:

- a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.
- b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photocopying, 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.
- c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to Accounts_Payable@ci.richmond.ca.us and/or to the following address:

Attention: City of Richmond Finance/Account Payable
Project Manager: _____
P.O. Box 4046
Richmond, CA 94804

3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, _____, before payments shall be authorized.
 - a. 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.
 - b. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
4. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

Contract No: _____

For the Contract between the City of
Richmond and

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. All required written notices shall be delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
3. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
4. All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Richmond

450 Civic Center Plaza

Richmond, CA 94804

Email: _____

5. All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

Attn: _____

Email: _____

**EXHIBIT D
GENERAL CONDITIONS**

1. INDEPENDENT PARTIES:

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Contractor. Payments of the above items, if required, are the responsibility of Contractor.

2. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

3. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

4. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

5. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry,

Contract No: _____

For the Contract between the City of
Richmond and

disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

6. CITY PROPERTY:

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic, or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City.

b. 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 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee.

d. Contractor shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Contract.

7. RECORDS:

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Contract (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

Contract No: _____

For the Contract between the City of
Richmond and

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

8. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses 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.

9. TERMINATION:

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the 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 transmission of written notice to Contractor as provided in Exhibit C "Authorized Representatives and Notices".

b. 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 Exhibit B; 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.

10. 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

Contract No: _____

For the Contract between the City of
Richmond and

this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

11. HOLD HARMLESS:

a. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

b. This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined in California Civil Code section 2782.8).

12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. 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.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for

Contract No: _____

For the Contract between the City of
Richmond and

money against the City under this Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. 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.

d. Only those persons and/or businesses whose names and resumés are attached to this Contract shall be used in the performance of this Contract. However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

e. Each sub-contractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City."

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data or information that Contractor then analyzes and incorporates into its work product.

13. SAFETY:

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable

Contract No: _____

For the Contract between the City of
Richmond and

federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

14. 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.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. 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.

b. Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor is required to provide the City with documents and information verifying its compliance with the Living Wage Ordinance. 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 as prescribed in § 2.60.070 of the Municipal Code.

Contract No: _____

For the Contract between the City of
Richmond and

c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or 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 sub-contractor.

d. 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.

16. INTEGRATED CONTRACT:

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

17. 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 Condition 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.

18. 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.

19. CONFLICT OF LAW:

This Contract shall be interpreted under, and enforced by the laws of the State of

Contract No: _____

For the Contract between the City of
Richmond and

California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, State of California.

20. 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.

21. INTERPRETATION:

This Contract shall be interpreted as if drafted by both parties.

22. WARRANTY:

If any product is to 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.

23. 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.

24. 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 they are duly authorized to enter into and execute this Contract on behalf of Contractor,

Contract No: _____

For the Contract between the City of
Richmond and

and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

25. 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 payment 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.

26. COUNTERPARTS:

This Contract may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts 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 must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit G.

Contract No: _____

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, otherwise please state "NONE"):

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable, otherwise please state "NONE"):

46. Exhibit D (General Conditions), 28. Confidentially. Edit: 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 except where required by law, court order, or a property executed release or waiver by the individual whose records are being sought.
47. Exhibit D (General Conditions), 39. Performance and Final Acceptance. Edit: 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, the city retains the right to terminate the contract with the contractor, to which the contractor will agree to the termination of the contract without reservation. The city will not incur further cost once the contract has been terminated.
48. Exhibit B, Section 5, is revised as follows: the City will pay invoices issued by provider within 45 days of issuance. The City shall not pay late fees or interest.

Nothing further.

Contract No: _____

For the Contract between the City of
Richmond and

The insurance requirements classification applicable to this Contract shall be attached to this Exhibit F and made a part hereof.

3. FAILURE TO SECURE: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
4. SUFFICIENCY OF INSURANCE: The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

INSERT INSURANCE REQUIREMENTS CLASSIFICATION APPLICABLE TO THIS CONTRACT: (IF NECESSARY, CONFIRM WITH RISK MANAGER)

Contract No: _____

For the Contract between the City
of Richmond and

**EXHIBIT G
SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, (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.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____