

CITY OF ELK GROVE



Request for Proposals

For

Employment Investigation Services

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 4:00 p.m. PST June 8, 2026

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Consultants (Consultant(s)) to provide on-call employment investigation services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Written Submissions:

One signed original, two (2) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 4:00 p.m. PST on June 8, 2026. Proposal shall be submitted in a sealed envelope clearly marked:

Employment Investigation Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Electronic Submission:

As an alternative to written proposals, proposals may be submitted electronically in pdf form and emailed to Office of the City Clerk at cityclerk@elkgrove.gov, prior to the deadline stated above. Large files may be sent using a cloud-based system such as Dropbox. Consultants shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Consultant does not receive a confirmation from the City Clerk that the proposal has been received, Consultant should assume the transmission failed and either resubmit or arrange for another method of delivery. Consultants are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions regarding this RFP are to be directed by e-mail to: Katherine Winkler, Human Resources Analyst II at kwinkler@elkgrove.gov. Such contact shall be for clarification purposes only. The City must receive all questions no later than 4:00 p.m. PST on May 25, 2026. Responses to Consultant questions will be posted no later than June 1, 2026 on the City website. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Business- Request for Proposals." Important milestone dates are summarized below:

Milestone	Date
RFP Posting Date	May 15, 2026
Last Day to Submit RFP Questions	May 25, 2026- 4:00 P.M.
Response to Consultant Questions Due	June 1, 2026- 4:00 P.M.
RFP Closing Date (Last day for submissions)	June 8, 2026- 3:00 P.M.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to responsible Consultant(s) who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant(s) if the successful Consultant(s) refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

Unless Consultant is a sole proprietorship, Consultant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Consultant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

Security Access Policy:

The work to be completed under this RFP requires access to City facilities and therefore is subject to the City's Security Access Policy, which is attached to the City's Master Services contract (see Attachment B, Exh. F). The prospective Consultant, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Consultant will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and personnel. A contract shall not be awarded to any Consultant that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

Validity of Pricing:

Consultants are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Consultant must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Consultant shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

Other Governmental Entities:

If the Consultant is awarded a contract as a result of this RFP, the Consultant shall, if the Consultant has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Consultants should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of three years with two one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and Support:

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

Records:

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Maryam Hussain
Interim Human Resources Director
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Consultant's understanding of the project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar work performed by the Consultant in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

In addition, for the work referenced above, identify the types of employment investigations conducted (e.g., workplace misconduct, discrimination, harassment, administrative investigations) and provide detailed client listing, including agency name, location, and scope of services.

4. Work Plan

The work plan must state the Consultant's ability to provide employment investigation services. The work plan

should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Consultant's qualifications.

7. Fee

This section should include the cost for requested services outlined in the Scope of Work. Consultants shall clearly describe and outline fees for the services to be provided for each task of the project. Fees should be linked to the tasks of the work plan as provided in Section 4, Work Plan. Upon completion of each task, the Consultant will notify the City and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the City will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

8. Secretary of State

Consultant shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. Master Services Contract:

Attached to the RFP (Attachment B) is a copy of the City's Master Services Contract (Contract). The City's Master Services Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Consultants should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant's response shall not be allowed after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's Master Services Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

(See next page for Scope of Work)

SCOPE OF WORK

Background:

The City of Elk Grove ("City" of "Elk Grove") is a diverse, vibrant, and family-friendly community of approximately 178,000 people in the Sacramento, California region, located 14 miles south of the State Capitol and 60 miles east of the Bay Area. In addition, the beautiful Sierra Nevada mountains, several wine country regions, and countless other nearby amenities offer endless day-trip opportunities. Elk Grove is a young, ethnically diverse, modern city that was the first city in California to incorporate in the 21st Century (July 2000). The City is known for its low crime rate, excellent schools, over 100 community parks and 28 miles of trails, plentiful dining and shopping options, numerous annual events and festivals, and over 270 sunny days per year.

Elk Grove is a general law city under the laws of the State of California and operates under the Council-Manager form of governance. Elk Grove's Mayor is elected city-wide every two years, while its four City Council members are elected by-district every four years. City departments include the City Clerk's office, City Attorney's office, City Manager's office (which includes Public Affairs, District56 Community Center, Risk Management, Economic Development and Civic Innovation and Sustainability), Human Resources, Community Development (which includes Building, Planning and Code Enforcement), Public Works, Information Services, Finance, and the Police Department, which includes an animal shelter.

The City is budgeted for 504 Full-time equivalent (FTE) employees for FY 2025-26, with a current headcount of 456 employees. The City has two bargaining units- the Elk Grove Police Officers Association (EGPOA), with 176 employees, and the Elk Grove Police Managers' Association (EGPMA), with 13 employees, with the remaining employees serving in unrepresented positions.

The City maintains a fully functioning Human Resources department. The City engages specialized Consultant(s) to provide full-cycle executive recruitment services for key leadership positions. This ensures the identification and selection of highly qualified candidates who align with the City's strategic goals and organizational culture. In addition, the City may occasionally utilize partial recruitment services to attract qualified and diverse candidates for hard-to-fill managerial positions, such as Engineering Managers, etc.

Objectives:

The City of Elk Grove seeks to establish a pool of qualified consultants to provide independent, prompt, and thorough investigative services on an as-needed basis. These services will support the Human Resources Director in addressing complex and sensitive workplace matters, including but not limited to harassment, discrimination, workplace violence, misconduct, and other personnel-related issues.

The City is interested in consultants with expertise in both general municipal employment matters and specialized law enforcement-related investigations.

The purpose of this RFP is to establish Consultants under the Master Services Agreements (see Attachment B), who may be engaged on a task order basis (see Attachment B, Attachment 1 to Exhibit A for a task order template) to provide investigative services across various City departments.

Consultant Qualifications:

The City seeks Consultant(s) who demonstrate expertise in conducting comprehensive, objective, and defensible workplace investigations, particularly within the public sector. Consultant(s) shall be responsible for gathering relevant facts, analyzing evidence, and preparing clear, well-supported findings to assist the City's Human Resources Department and City Attorney's Office in evaluating allegations and determining appropriate action.

Proposers should demonstrate the following qualifications and capabilities:

1- Public Sector Investigative Experience

- Significant experience conducting workplace investigations for public agencies, municipalities, or similar government entities.
- Experience investigating complaints involving harassment, discrimination, retaliation, misconduct, and other complex personnel matters.
- Familiarity with public sector workplace practices, standards, and expectations.

2- Knowledge of Applicable Laws and Regulatory Frameworks

- Demonstrated knowledge of applicable federal and California employment laws, including but not limited to Title VII, the Fair Employment and Housing Act (FEHA), and relevant provisions of the California Labor Code.
- Experience interpreting and applying Memoranda of Understanding (MOUs) and collective bargaining agreements within an investigative context.
- Familiarity with Skelly hearing procedures and pre-disciplinary due process requirements for public employees.

3- Law Enforcement Investigations

The City may seek outside investigative services for internal law enforcement-related personnel matters. In such cases, Consultants should demonstrate:

- Experience conducting administrative investigations involving sworn personnel.
- Knowledge of the Peace Officers' Bill of Rights (POBR) and applicable standards governing peace officer investigations.
- Understanding of internal affairs processes and law enforcement workplace practices.

4- Union and Grievance Experience

- Experience handling investigations involving represented employees, labor unions, and formal grievance processes.
- Demonstrated ability to communicate effectively with union representatives and navigate collective bargaining environments.

5- Communication and Investigation Skills

- Strong interviewing and analytical skills, including the ability to conduct fair and impartial interviews, assess credibility, and synthesize complex information.
- Experience preparing clear, well-organized investigative reports and presenting findings in a professional, objective, and defensible manner.
- Proven ability to collaborate effectively with Human Resources staff, legal counsel, and other stakeholders while maintaining independence and objectivity.
- Strong organizational and project management skills, including the ability to establish timelines, manage deliverables, and provide timely status updates.
- Excellent written and verbal communication skills.

6- Ethics and Professional Standards

- Demonstrated knowledge of and adherence to all professional standards governing workplace investigations.
- Commitment to neutrality, independence, and avoidance of conflicts of interest.
- Strict adherence to confidentiality requirements and secure handling of sensitive and privileged information.

7- Capacity and Responsiveness

- Demonstrated capacity to accept and complete assignments on an as-needed basis.
- Ability to respond to requests with flexibility and accommodate varying levels of urgency, including

- expedited investigations when required.
- Sufficient staffing and resources to manage workload demands without compromising quality or timeliness.
- Availability to conduct investigations both remotely and on-site, as needed.

Scope of Work and Service Expectations:

The selected Consultant(s) shall provide on-call workplace investigation services on an as-needed basis. The City makes no guarantee regarding the volume of work to be assigned.

Consultant(s) shall conduct comprehensive, objective, and impartial investigations and shall provide clear, well-supported factual findings to assist the City's Human Resources Department and City Attorney's Office in evaluating allegations and determining appropriate next steps.

Investigations shall include evaluating allegations and determining whether sufficient factual basis exists to support or refute such claims, assessing responses and counter-allegations, identifying the presence or absence of supporting evidence, and evaluating the credibility of complainants, respondents, and witnesses. All investigations shall be conducted in a manner that is thorough, consistent, and aligned with professional standards.

The City's Human Resources Department shall serve as the primary point of contact for all investigative activities, including coordination of interviews and provision of relevant documentation. Consultant(s) shall work collaboratively within this structure while maintaining independence in determining the scope of the investigation, identifying witnesses, and evaluating evidence. The City reserves the right to request additional follow-up work, clarification, or supplemental findings, as needed.

The investigation process shall include several key phases. During the intake and complaint assessment phase, Consultant(s) shall meet with City representatives, including Human Resources and other relevant stakeholders, to understand the nature and scope of the complaint, develop an appropriate work plan and timeline, and identify potential risks, complexities, and any immediate considerations such as confidentiality concerns or the need for interim measures.

During the investigation planning and execution phase, Consultant(s) shall develop a structured approach to conducting the investigation, including identifying relevant witnesses, determining interview sequencing, and establishing timelines. Consultant(s) shall conduct interviews in a professional, objective, and respectful manner, coordinate scheduling to minimize workplace disruption, and collect and analyze relevant evidence, including documents, electronic records, and witness statements. Consultant(s) shall maintain organized and thorough documentation of all investigative activities and apply established, defensible methods to assess credibility. Consultant(s) shall identify and document the factual basis supporting or refuting each allegation, as well as any responses or counter-allegations raised during the investigation.

At the conclusion of each investigation, Consultant(s) shall prepare a comprehensive written report that includes a clear summary of the allegations, an overview of the evidence reviewed, summaries of witness statements, credibility assessments where appropriate, and well-supported factual findings. Findings shall be clearly articulated and generally aligned with standard investigative categories such as Sustained, Not Sustained, Exonerated, or Unfounded.

The City retains responsibility for all legal analysis and any resulting disciplinary or corrective action. Consultant(s) shall not provide legal conclusions or recommendations regarding discipline or liability and shall instead focus on delivering objective, fact-based findings. Consultant(s) shall maintain strict confidentiality, adhere to professional standards, and demonstrate the capacity to respond to assignments in a timely and flexible manner.

A sample scope of work for the proposed Contract can be found at Exhibit A to the proposed Contract, attached to this RFP. The precise scope of work remains subject to revision upon finalization of the Contract.

Proposal Requirements

Interested Consultant(s) must submit a proposal that includes the following, in addition to any other requirements set forth in this RFP:

- 1- A cover letter summarizing the Consultant's understanding of the project, commitment to meeting timelines, and rationale for being best qualified to provide employment investigative services aligned with the City's values. This letter must be signed by an individual authorized to legally bind the Consultant or firm.
- 2- Consultant's legal business name (and DBA if applicable), principal contact person, office location, mailing address, telephone number, and email address.
- 3- Information on the Consultant team including names, roles, and relevant experience of key personnel or sub-consultants who will support employment investigation services, including prior relevant experience with public sector agencies.
- 4- Detailed description of the Consultant's methodology and approach for providing employment investigation services, including but not limited to availability, communication practices, and typical turnaround times.
- 5- Redacted sample investigative reports demonstrating the Consultant's approach to organization, analysis, and presentation of findings.
- 6- Consultant(s) shall provide a detailed fee structure for investigative services. Given the variable nature of workplace investigations, proposers are not expected to provide a total project cost. Instead, proposals shall include the following:
 - Hourly rates for each individual or classification of personnel who may perform investigative services.
 - A description of roles associated with each billing rate.
 - Typical estimated hours for standard workplace investigations if possible.
 - Typical estimated hours for complex or multi-witness investigation if possible.
 - Identification of any minimum billing increments or minimum charges.
 - Rates for travel time, if applicable.
 - Reimbursable expense policies, including travel, lodging, and materials if applicable
 - Any administrative/ancillary fees not captured above.
- 7- A minimum of five (5) references from recent public sector clients where similar employment investigative services were performed. For each reference, include the organization name, the contact person, their telephone number and email address, and a brief description of the services provided.
- 8- Statement acknowledging and confirming adherence to the of expectations regarding handling confidential information and compliance with privacy laws.
- 9- Statement acknowledging that the Consultant(s) understands that work will be assigned on a task-order basis, and that there is no guarantee of hours or work.
- 10- Statement confirming that all pricing and proposals will remain valid for the full potential contract term (three years).

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultants understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

CITY OF ELK GROVE



MASTER SERVICES CONTRACT FOR

CONSULTANT NAME

Title of Contract

MASTER SERVICES CONTRACT

THIS CONTRACT (“Contract”) is made on _____, 20____, by and between the City of Elk Grove, a municipal corporation (the “City”) and **Consultant Name** (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work described herein, and as further set forth in individual task orders issued by the City to Consultant, in the form attached hereto as Attachment 1 to Exhibit A (“Task Orders”). The terms and conditions of this Contract shall control all Task Orders.

B. The Consultant agrees it has satisfied itself by its own investigation and research, regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on _____, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

Performance shall be in accordance with the terms of this Contract and each individual Task Order as issued.

4. COMPENSATION

A. City shall pay Consultant on a time and expense basis as described in the Scope of Work and the Not to Exceed amount set forth in each individual Task Order in accordance with

the rate schedule set forth on Exhibit “C”, which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order’s Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by City. In no event shall total compensation paid to Consultant under this Contract, including all Task Orders, exceed **XXXX** and No Cents (\$), without City’s prior written approval.

B. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by the City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11, Termination.

5. NOTICES

A. Consultant shall transmit invoices and any notices required by this Contract, to City as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

Consultant shall serve the City notice in writing by certified mail prior to a change of address. The notice shall include the new address where notices and communications related to the Agreement may be sent, the point of contact for the Agreement, and include the point of contact’s phone number and email address.

B. City shall transmit payments on invoiced amounts and any notices required by this Contract to Consultant as follows:



6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in compliance with the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City, whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council, consistent with the appropriation limits of Article XIII B of the California Constitution, and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates

performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract that is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. As applicable, it shall be City's responsibility to obtain all rights-of-way and easements to enable Consultant to perform its services hereunder; Consultant shall assist City in providing the same.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner that is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Contract and shall obtain the approval from the City Manager of a list of all proposed staff members who are assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City, unless by court order. If City or Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss

of use of property, economic loss, or other loss or damage arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

23. INSURANCE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary and Non-Contributory
Automobile Liability	Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability	\$1,000,000	\$1,000,000	Requirement extends 1 year past contract expiration

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. SECURITY ACCESS POLICY.

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City’s Security Access Policy, a copy of which is attached hereto and incorporated herein by reference as **Exhibit F**. Consultant’s failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, marital status, or any other protected class in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by the City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to

make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

30. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third

party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

[Signatures to follow on next page]

AGREED to this _____ day of _____, 20 ____, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____
Attorney for Consultant

By: _____
Consultant Name, Title

Approved to as form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

Jason Lindgren, City Clerk Date

EXHIBIT A

Scope of Work

Services provided by Consultant shall be on-call employment investigation services as requested by the City as needed, over the term of the Contract period. Consultant shall perform a task in any one, or a combination of services, as requested by the City. The City has no obligation to request any services under this Contract.

Consultant shall conduct comprehensive, objective, fair and professional investigation(s) services. Consultant shall gather facts and make factual findings, which the City's Human Resources Department and City Attorney's Office will use to make a recommendation to the City as to both the legal merits of the allegations and the appropriate course of action.

The following points may constitute the desired scope of an investigation:

1. Identify factual bases for any of the allegation;
2. Identify the absence of factual bases for any such allegation;
3. Identify factual bases for any responses/counter-allegations raised by witnesses or accused individual;
4. Identify the absence of factual bases for any responses/counter-allegations raised by witnesses or accused individuals; and
5. Assess the credibility of the complainant, accused individuals, and other witnesses.
6. The investigation and resulting report shall be thorough and impartial.

COMPONENTS OF REPORT

A comprehensive, written report on Consultant findings is needed. The report should include an executive summary of Consultant findings, the methodology used, a discussion of the evidence received and how any credibility issues were resolved, and detailed findings. The findings listed in the report should be limited to the points set forth above. **PLEASE DO NOT REACH ANY LEGAL CONCLUSIONS OR SPECULATE REGARDING THE LEGAL SIGNIFICANCE OF ANY CLAIM OR DEFENSE OR MAKE ANY RECOMMENDATIONS.** The City's Human Resources Department and City Attorney's Office are responsible for providing the legal analysis and advice necessary to respond to your report.

Please use the following terminology to describe your findings:

SUSTAINED - The allegation is found to be true and in violation of the rules, regulations, policies, procedures, or orders of the City.

NOT SUSTAINED - The allegation can neither be proved nor disproved and no further action is to be considered.

EXONERATED - The alleged act or failure to act is permitted, or at least not prohibited, by the City and/or was appropriate under the circumstances in the instant case.

UNFOUNDED - The allegation has no basis of fact or has been disproved through the investigation.

Consultant shall make every effort to resolve credibility issues in order to reach a determination regarding whether the alleged conduct occurred. For this reason, Consultant should not reach a "not sustained" finding merely because there are no witnesses. To the greatest extent possible, Consultant should resolve credibility issues through an examination of potential motives to fabricate or deny charges, and through circumstantial evidence such as timing or similar sustained charges.

INVESTIGATION PROCESS

The Human Resources Department will be the primary contact for arranging witness interviews and for responding to any requests for documents. Prior to interviewing any City-affiliated witness, please coordinate with the Human Resources Department. Please remind each person being interviewed to respond truthfully and honestly and direct each person not to discuss the matters under investigation.

Consultant is solely responsible for making findings that address the points discussed above. City personnel will not participate in these tasks.

Consultant shall retain complete discretion regarding which allegations to pursue, which witnesses to interview, and which documents to review. The one exception to this rule is that, upon receipt of the final report, the City may request further investigation or findings, as needed, to assist in rendering an accurate legal opinion, or appropriate legal advice.

COMPLETION OF INVESTIGATION REPORT

At the conclusion of the investigation, please complete a comprehensive and thorough written investigation report.

Upon completion of the report, please transmit the report and all investigation notes, including drafts, charts, and any interview tapes or transcripts directly to the Human Resources Department. Upon receipt of these materials, the City will assess whether additional investigation or findings are required.

When the investigation is complete, the Human Resources Department and the City Attorney's Office will render advice regarding discipline or other corrective measures. Consultant shall not participate in these assessments in any way.

If the Consultant is an attorney, it is understood that Consultant and the City have an attorney-client relationship, and that Consultant is anticipated to render legal advice to the City on issues

limited to the investigation process.

The City may seek other legal advice, as appropriate, from other legal counsel regarding what action to take as a result of the investigation.

The scope of the investigation does not include rendering any legal conclusions, making recommendations, or in the event of litigation or administrative claim, representation of the City or anyone else involved in the litigation. The investigation will be conducted in furtherance of the City seeking legal advice to resolve the underlying issues.

The form of the Task Order is attached hereto as Attachment 1; the complete terms of the Task Order(s) shall be completed by the City at the time of issuance based on the work to be performed. The City has no obligation to request any services under this Contract.

Request for services shall be made by City on a project-by-project basis under a Task Order approved by the City specifying a detailed scope of work, schedule, budget and performance measurements. All Task Orders shall be prepared based on the approved schedule of fees of this Contract and in accordance with each Task order.

**ATTACHMENT 1 TO EXHIBIT A
(TASK ORDER)**

**CITY OF ELK GROVE
TASK ORDER NO. # _____**

(COMPANY NAME AND PROJECT NAME)

THIS TASK ORDER, dated for convenience this DATE day of MONTH, YEAR, is by and made and entered into by and between **(COMAPANY NAME)** (“CONSULTANT”) and the CITY OF ELK GROVE, a California general law city (“CITY”);

RECITALS:

- A. CONSULTANT has entered into a Master Agreement for _____ (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide **(description from master agreement)** (“PROJECT”).
- B. At the request of CITY and in compliance with the terms of the Agreement CONSULTANT submitted the scope of work and fee estimate to perform **(DESCRIPTION OF TASK ORDER)** described by this Task Order. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order. On **(DATE)**, **(YEAR)**, the City Council authorized the execution of this Task Order with CONSULTANT, pursuant to Resolution **(NUMBER)**.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

- (1) **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Internal Audit Services for this project, unless specifically modified by this Task Order.
- (2) **Scope of Service.** CONSULTANT agrees to perform **(DESCRIPTION)**, hereafter referred to as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY’S satisfaction.
- (3) **Time of Performance.** CONSULTANT shall commence performance and shall complete all required services no later than the dates set forth in Exhibit “A”
- (4) **Compensation.** CITY hereby agrees to pay CONSULTANT a sum not to exceed **AMOUNT**, for the services set forth in Exhibit “A” and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT’S proposal. CONSULTANT shall be paid within thirty (30) days of

receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Assistant City Manager prior to the commencement of the work.

- (5) **Notice to Proceed.** Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.
- (6) **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Recommended for Approval: City of Elk Grove
Director of Finance

Rajneil Prasad Date

Accepted By: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Jason Behrmann Date
City Manager

CONSULTANT: _____
COMPANY NAME
ADDRESS
CITY STATE ZIP

(Consultant Name)
(Title)

Fed ID # _____

EXHIBIT B

Schedule of Performance

Performance shall be in accordance with each individual Task Order as issued and as otherwise stated herein.

EXHIBIT C
Compensation and Method of Payment

COMPENSATION TERMS TO BE ADDED.

Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal and advertising injury liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Personal and Advertising Injury	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
- e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, and premises owned, occupied, or used by Consultant on a separate endorsement acceptable to the City.
- f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
- g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
 - b. Non-commercial policies are acceptable.
3. Workers' Compensation:
- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than \$1,000,000.
 - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
4. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
- a. The limits of liability shall not be less than:

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - b. Both occurrence and claims-made policies are acceptable. For claims-made policies, upon termination of this Contract the same insurance requirements in Section 4
 - c. of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.

7. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
12. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F

SECURITY ACCESS POLICY

Consultant and all its employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department (“EGPD”) will conduct two “Live Scan” fingerprint checks, free of charge, for Consultant and its employees that will access City Facilities. “Live Scan” is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Consultant requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Consultant shall be required to agree to the following:

- a) Consultant agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Consultant agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities, and that the access cards are only used by the individual who is assigned the card, there shall be no sharing of access cards.
- d) Employees may be Live Scanned at the expense of Consultant at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Consultant agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee’s possession and return it to the City within 48 hours.
- g) Consultant shall follow the directions provided by City staff while on the premises.
- h) Consultant agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Consultant agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
- j) Consultant agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
- k) Access to City Facilities will occur as set forth in the Contract, except for City holidays and as otherwise directed by the City.

Consultant shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.

Until the process outlined has been completed, Consultant and their employees shall not be allowed to begin work at City Facilities and payment for service may be delayed until Consultant has fully complied with this procedure.